Board Meeting Agenda - AMENDED

Indian River Mosquito Control District
November 17, 2026 @ 9:00 AM

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Approval of Meeting Minutes (Attachment A)

- October 13, 2026 Regular Meeting

V. Financial Report (Attachment B)

VI. Public Comment

VII. Old Business

A. USDA Preliminary Resistance Test Update (Attachment C)
B. Oyster Bar/ Beachside Subdivision Recommendation (Attachment D)
C. Shrimp Farm Update

VIII. New Business

A. Friends of the Rookery Presentation
B. Open & Award ITB No. 2026-02 Aerial Adulticiding Services (Attachment E)
C. Money Market Account Approval
D. Budget Amendment #1 & Resolution NO. 2026-09 (Attachment F)

IX. Director's Report

X. Commissioner's Comments

XI. Upcoming Meetings and Events

- Regular Meeting – December 8, 2026 at 9:00 AM
- OPEB & Regular Meeting– January TBD

XII. Adjournment

This is a Public Meeting. Should any interested party seek to appeal any decision made by the Board of Commissioners with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the Finance Director at 772-562-2393 at least 48 hours in advance of the meeting.

Board Meeting Minutes –Draft for Approval

Indian River Mosquito Control District
October 13, 2026 @ 9:00 am

The Indian River Mosquito Control District Board of Commissioners held a regular meeting on October 13, 2026, at the District Office.

Present: Janice Broda (Chair), Anna Kirkland (Vice Chair), and Thomas Lowther (Secretary/Treasurer)
Visitors: Terry McGinn and Craig MacCoy
Staff: Isik Unlu (Executive Director), Claudia Alvarado (CFO), Kevin Kinney (Director of IT and Maintenance), Morel Jules (Director of Operations), and Johanna Avril (Director of Administration)
Legal Counsel: Paul Amos (Lowndes Law)

I. **Call to Order:** Commissioner Broda called the meeting to order at 9:00 am.

II. **Pledge of Allegiance**

III. **Approval of the Agenda**
Executive Director Dr. Unlu requested an amendment to the agenda, as the Compensation Study presentation will have to be postponed to next month's meeting due to vendor unavailability.
Commissioner Lowther made the motion to approve the agenda as amended. Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

IV. **Approval of Meeting Minutes** (Attachment A)
Commissioner Lowther made the motion to approve September 8, 2026, regular meeting minutes. Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

Commissioner Lowther made the motion to approve September 17, 2026, Tentative Budget Hearing minutes. Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

Commissioner Lowther made the motion to approve the September 29, 2026, Final Budget Hearing minutes. Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

V. **Financial Report** (Attachment B)
Commissioner Lowther moved to accept and file the financial report for the month ending September 31, 2026, for audit. Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

VI. **Public Comment –** Mr. Terry McGinn of Sebastian discussed the need for video-recorded meetings, to revisit the public comment policy, and to evaluate and revisit the mission of mosquito control.

VII. **Old Business**

A. **Compensation Study Presentation-Agenda amended to remove this item and moved to the November Regular Board meeting.**

B. **Bee Gum Point**- Legal counsel commented on the challenges of the application. He reviewed it and provided a letter of recommendation. The Board discussed the project's operational

logistics, and Dr. Unlu explained the benefits the agreement will bring to the district.

C. **Community Relations Update-2025/2026 Quarter 4-** The quarter showed steady progress in community engagement, public education, and communications. Staff remained active in outreach events, expanded educational partnerships, and strengthened digital communication efforts while continuing to improve website accessibility and transparency. Social media performance was strong overall, with Facebook followers rising from 525 to 552 and quarterly views increasing 18% to more than 80,000. Engagement dipped during the quarter but improved in the most recent 28 days. In response to dengue concerns, communications shifted toward the "Small Steps, Big Impact" mosquito-prevention campaign. Website traffic fluctuated month to month but remained strong overall, and email subscribers held steady at 94. The district is still working through ADA-compliant document-access solutions and reviewing alternatives to improve accessibility of board materials and other multi-page documents. On the education side, staffing changes led to the educational specialist being promoted to Director of Operations, with no replacement planned. The district will continue school programming by providing monthly support to Pelican Island Classical School. Overall, the report reflects solid momentum, stronger partnerships, and continued focus on mission-driven community impact.

D. **Strategic Plan Update 2025/2026 Quarter 4** (Attachment C)- Dr. Unlu provided departmental goals and stated most goals were achieved; overall, it was a successful year, and she thanked staff for their hard work. She mentioned she is currently drafting a new strategic plan and will involve staff and stakeholders. She anticipates having a draft for the Board in December. Commissioner Lowther asked about the impoundments and lack of a surveyor for projects. Dr. Unlu advised the Board that they have purchased new survey equipment and that staff will be trained. When it was brought up, Dr. Unlu expressed that having in-house survey capabilities will help complete projects with the assistance of engineering consultants.

E. **Outside the approval of the agenda due to Public Comment; video posted on website or video live discussion-** Commissioner Broda revisited the public comment regarding the district's videos, website, and broader communication needs in support of transparency, efficiency, and consistency. Staff discussed the possibility of engaging a third-party vendor to manage Board meeting video production, including ADA-compliant closed captioning, noting that Legal has raised concerns that should be considered going forward. Legal counsel outlined potential challenges that staff may encounter and emphasized the importance of thoroughly reviewing any contract before entering into an agreement with a third party. While noting this may be a viable option for the district. Commissioner Broda recommended tabling the discussion until the next Board meeting so staff can provide additional information to support further Board discussion.

VIII. New Business

A. **Surplus Auction Vehicle Approval** (Attachment D)- The surplus vehicle list was provided for the Board's review and approval. There was discussion about the criteria for the surplus list, and it was noted that it was based on mileage, age, and vehicle condition. Public comments were provided questioning the surplus equipment process. Claudia, CFO, explained the

process and the need to follow State law.

Commissioner Lowther moved to approve the surplus auction items; Commissioner Kirkland seconded. The Board unanimously approved; motion passed.

B. **Tabula Emergency Purchase** (Attachment E)- Executive Director Dr. Unlu had informed commissioners in an email previous to the Board meeting that the current database software will become unavailable due to the vendor discontinuing their service. The new vendor, who would resume the contracts after review, would pose unpredictable costs for the district in the future. As the district did not want operations disrupted and given the tight timeline, a decision was made to move forward with Tabula as the district's new operations software. Installation has begun, and staff would like the Board to officially approve this purchase. Commissioner Broda noted that the Board had been informed and that two quotes had been emailed for this timely purchase. Public comment was made regarding the cost, and Commissioner Broda reminded the public that it is a small-business market.

Commissioner Kirkland made a motion to approve the purchase of Tabula; Commissioner Lowther seconded. The Board unanimously approved; motion passed.

IX. Director's Report

A copy of the Board Report and the operational data spreadsheet were provided to each Commissioner. Isik provided a brief overview of the monthly report.

In September, typically the district's highest-activity month, coastal operations remained exceptionally busy due to frequent rainfall, elevated mosquito activity, and multiple operational demands. The new Inland Supervisor, John, is expected to strengthen operational support at a critical time, particularly given the ongoing dengue activity in surrounding areas. As a result, surveillance trapping has been expanded. At Isik's request, Director of Operations Jules provided additional context to the Board.

Jules noted that operational challenges are ongoing and that weather patterns in September shifted significantly. In anticipation of rainfall, aerial treatments were initiated; however, high tides reaching 44 inches and rainfall totaling 9.1 inches created additional need for aerial applications and expanded acreage treatment. Coastal areas contain more pastures, but access for treatment remains limited. He also explained that certain factors, such as bee boxes and an eagle's nest, require operational redirection. These constraints may contribute to an increase in adult mosquito populations. Continued caution is necessary in conservation areas, and ongoing discussions are focused on improving treatment strategies. With increased trap counts, staff are monitoring for elevated mosquito activity, including species of concern for malaria transmission.

Isik reported that adulticide missions exceeded the five-year average, consistent with the State and Local Arbovirus updates, which are reviewed daily due to the high dengue activity statewide. Counts are already higher than in the previous report. Service requests are above average and have increased in response to media coverage. Impoundments remain elevated due to rainfall, and pumping activity has been minimal. One pump is currently under maintenance, and staff are

providing Isik with progress updates. Brandon is overseeing water quality, reporting, and permitting. In Human Resources, the UAS Vector Ecologist position has been filled. The GIS position is posted, and the Vector Control Laboratory Technician position has attracted a strong pool of candidates; interviews will be scheduled soon with the goal of filling the role promptly.

Commissioner Lowther asked if Doug Carlson had been hired yet and where he was in the process. Isik stated that Mr. Carlson had some questions; once they were discussed, the onboarding process began.

X. Commissioner's Comments

Commissioner Lowther – Commented on the tire program and recommended collaborating with Indian River County departments that may find tires in their areas while completing daily tasks.

Commissioner Kirkland – Thanked John for his responses to service requests and his detailed emails. She also asked staff questions about Fire Station #7 and the process when bees are in the area and expressed excitement about the returning tire program, especially given the dengue outbreaks throughout Florida.

Commissioner Broda – Emphasized the importance of educating beekeepers and staff on placement of hives, excited about tire program comeback, and happy about new software to help operations.

XI. Upcoming Meetings

- FMCA Annual Meeting – Ponte Verde Beach – November 9-12, 2026
- Regular Board Meeting – November 17, 2026 at 9 am

XII. Adjournment

Commissioner Lowther made the motion to adjourn. Commissioner Kirkland seconded. Motion passed unanimously. The meeting adjourned at 10:09 am.

Attest: _____ _____

Indian River Mosquito Control
Financial Report
Month ending October 31, 2026

I. Income				
a. Local Funds			$	55,373.64
b. State Funds			$	-
c. Total Income			$	55,373.64
II. Disbursements				
a. Local Funds	(16693-16723 & dd16650-dd16714)	$ 656,997.67		
b. State Funds				
c. Total Disbursements		$ 656,997.67		
d. Net			$	(601,624.03)
III. Change in cash position from last month		$ (600,970.15)		
IV. Bank balance (all accounts)			$	4,437,477.07
a. Less reserves and contingency			$	(3,302,838.68)
V. Total available cash			$	1,134,638.39

IRMCD
Monthly Board Disbursement Report
As of October 31, 2026

Type	Date	Num	Memo	Credit
1050 Seacoast Oper-4941				
Paycheck	10/08/2026	Oct 26		
Paycheck	10/01/2026	dd16650	Direct Deposit	
Paycheck	10/08/2026	dd16651	Direct Deposit	
Paycheck	10/08/2026	dd16652	Direct Deposit	
Paycheck	10/08/2026	dd16653	Direct Deposit	
Paycheck	10/08/2026	dd16654	Direct Deposit	
Paycheck	10/08/2026	dd16655	Direct Deposit	
Paycheck	10/08/2026	dd16656	Direct Deposit	
Paycheck	10/08/2026	dd16657	Direct Deposit	
Paycheck	10/08/2026	dd16658	Direct Deposit	
Paycheck	10/08/2026	dd16659	Direct Deposit	
Paycheck	10/08/2026	dd16660	Direct Deposit	
Paycheck	10/08/2026	dd16661	Direct Deposit	
Paycheck	10/08/2026	dd16662	Direct Deposit	
Paycheck	10/08/2026	dd16663	Direct Deposit	
Paycheck	10/08/2026	dd16664	Direct Deposit	
Paycheck	10/08/2026	dd16665	Direct Deposit	
Paycheck	10/08/2026	dd16666	Direct Deposit	
Paycheck	10/08/2026	dd16667	Direct Deposit	
Paycheck	10/08/2026	dd16668	Direct Deposit	
Paycheck	10/08/2026	dd16669	Direct Deposit	
Paycheck	10/08/2026	dd16670	Direct Deposit	
Paycheck	10/08/2026	dd16671	Direct Deposit	
Paycheck	10/08/2026	dd16672	Direct Deposit	
Paycheck	10/08/2026	dd16673	Direct Deposit	
Paycheck	10/08/2026	dd16674	Direct Deposit	
Paycheck	10/08/2026	dd16675	Direct Deposit	
Paycheck	10/08/2026	dd16676	Direct Deposit	
Paycheck	10/08/2026	dd16677	Direct Deposit	
Paycheck	10/08/2026	dd16678	Direct Deposit	
Paycheck	10/08/2026	dd16679	Direct Deposit	
Paycheck	10/08/2026	dd16680	Direct Deposit	
Paycheck	10/08/2026	dd16681	Direct Deposit	
Paycheck	10/08/2026	dd16682	Direct Deposit	
Paycheck	10/08/2026	dd16683	Direct Deposit	
Paycheck	10/08/2026	dd16684	Direct Deposit	
Paycheck	10/22/2026	dd16685	Direct Deposit	
Paycheck	10/22/2026	dd16686	Direct Deposit	
Paycheck	10/22/2026	dd16687	Direct Deposit	
Paycheck	10/22/2026	dd16688	Direct Deposit	
Paycheck	10/22/2026	dd16689	Direct Deposit	
Paycheck	10/22/2026	dd16690	Direct Deposit	
Paycheck	10/22/2026	dd16691	Direct Deposit	
Paycheck	10/22/2026	dd16692	Direct Deposit	
Paycheck	10/22/2026	dd16693	Direct Deposit	
Paycheck	10/22/2026	dd16694	Direct Deposit	
Paycheck	10/22/2026	dd16695	Direct Deposit	
Paycheck	10/22/2026	dd16696	Direct Deposit	
Paycheck	10/22/2026	dd16697	Direct Deposit	
Paycheck	10/22/2026	dd16698	Direct Deposit	
Paycheck	10/22/2026	dd16699	Direct Deposit	
Paycheck	10/22/2026	dd16700	Direct Deposit	
Paycheck	10/22/2026	dd16701	Direct Deposit	
Paycheck	10/22/2026	dd16702	Direct Deposit	
Paycheck	10/22/2026	dd16703	Direct Deposit	
Paycheck	10/22/2026	dd16704	Direct Deposit	
Paycheck	10/22/2026	dd16705	Direct Deposit	
Paycheck	10/22/2026	dd16706	Direct Deposit	
Paycheck	10/22/2026	dd16707	Direct Deposit	
Paycheck	10/22/2026	dd16708	Direct Deposit	
Paycheck	10/22/2026	dd16709	Direct Deposit	

IRMCD
Monthly Board Disbursement Report
As of October 31, 2026

Type	Date	Num	Memo	Credit
Paycheck	10/22/2026	dd16710	Direct Deposit	
Paycheck	10/22/2026	dd16711	Direct Deposit	
Paycheck	10/22/2026	dd16712	Direct Deposit	
Paycheck	10/22/2026	dd16713	Direct Deposit	
Paycheck	10/22/2026	dd16714	Direct Deposit	
Total 1050 Seacoast Oper-4941				0.00
1070 RBC Operating Acct				
Total 1070 RBC Operating Acct				
TOTAL				**0.00**

IRMCD
Monthly Board Disbursement Report
As of October 31, 2026

Type	Date	Num	Name	Memo	Amount
1050 Seacoast Oper-4941					
Liability C...	10/07/2026		QuickBooks Payroll Service	A/P Created by Payroll Servic...	-64,906.09
Liability C...	10/21/2026		QuickBooks Payroll Service	Created by Payroll Service on ...	-66,929.48
Check	10/02/2026	EFT	CivicPlus, LLC	A/P Inv # 386099	-770.00
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4...	-505.30
Check	10/01/2026	EFT	Verizon Connect Fleet USA LLC	A/P Acct # 100000209474 Au...	-1,642.76
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4...	-505.30
Check	10/02/2026	EFT	Staples Advantage	A/P Acct # ATL1067547 Inv #...	-171.46
Liability C...	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P 59-6001309	-39.60
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # ...	-505.30
Check	10/02/2026	EFT	B & E Property Maintenance Inc	A/P Inv # 41374	-1,500.00
Check	10/01/2026	EFT	Intellivoice, LLC	A/P Acct # 100640 Inv # 100...	-171.20
Check	10/01/2026	EFT	Indian River County Utilities	A/P Cust # 0012218-062300 ...	-64.31
Check	10/01/2026	EFT	First-Citizens Bank & Trust Co	Customer # 2000350988 Inv #...	-163.20
Check	10/04/2026	EFT	Comcast	Acct # 8535115060598219	-130.85
Check	10/02/2026	EFT	FPL	A/P Acct # 90168-13504	-2,891.42
Check	10/01/2026	EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI...	-680.00
Check	10/05/2026	EFT	FedEx	A/P Inv # 9-472-56834, A/P I...	-29.79
Check	10/05/2026	EFT	FMIT	FMIT # 0273 Inv ID # 2627-02...	-41,588.00
Check	10/06/2026	EFT	Gannett Florida LocaliQ	Account # 1125235 Inv # 000...	-1,168.46
Check	10/26/2026	EFT	Cintas First Aid and Safety	A/P Payer # 14063315 Inv # 9...	-120.25
Check	10/15/2026	EFT	Waste Management Inc. of Florida	Customer # 13-91132-63000 ...	-82.15
Check	10/15/2026	EFT	Waste Management Inc. of Florida	Customer # 9-18548-52001 I...	-283.93
Liability C...	10/09/2026	EFT	IRMCD-FICA,SS,Med	A/P 59-6001309	-19,875.66
Liability C...	10/08/2026	EFT	Child Support		-177.80
Liability C...	10/09/2026	EFT	Nationwide Retirement Solutions, Inc.	0025223001	-741.72
Liability C...	10/09/2026	EFT	Nationwide Retirement Solutions, Inc.	0025223001	-495.00
Check	10/07/2026	EFT	Florida Department of Commerce	Inv # 94355	-175.00
Check	10/06/2026	EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI...	-350.00
Check	10/06/2026	EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI...	-7,868.00
Check	10/23/2026	EFT	MasterCard	A/P Acct # 1603 - Statement ...	-7,709.32
Check	10/15/2026	EFT	Stellar Scientific, LLC	A/P Invoice# IN119708	-2,225.00
Liability C...	10/15/2026	EFT	FMIT	FH0273 Sept 2026 Contributio...	-55,120.98
Liability C...	10/23/2026	EFT	IRMCD-FICA,SS,Med	59-6001309	-21,315.72
Liability C...	10/22/2026	EFT	Child Support		-177.80
Liability C...	10/23/2026	EFT	Nationwide Retirement Solutions, Inc.	0025223001	-741.72
Liability C...	10/23/2026	EFT	Nationwide Retirement Solutions, Inc.	0025223001	-495.00
Check	10/25/2026	EFT	AT&T Mobility	A/P Acct # 823540712 Invoic...	-1,236.05
Check	10/22/2026	EFT	Cintas Corporation No. 2	Payer # 14087358 Inv # 4284...	-1,473.52
Check	10/23/2026	EFT	FedEx	Inv # 9-491-19694, Inv # 9-49...	-37.51
Check	10/27/2026	EFT	Principal Financial Group	Acct # 1037999-10001 - Nov ...	-784.63
Liability C...	10/27/2026	EFT	LegalShield	Acct# 165168 Oct 2026 Premi...	-165.55
Liability C...	10/27/2026	EFT	Texas Life Insurance Company	SM0A9H Oct 2026 Premiums	-272.68
Liability C...	10/27/2026	EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oc...	-3,005.18
Liability C...	10/27/2026	EFT	American Fidelity Assurance Comp...	MCP#64213 INV#2683283A ...	-679.74
Check	10/28/2026	EFT	Fleetio	Inv # INV-639209	-5,472.00
Liability C...	10/29/2026	EFT	FMIT	FH0273 Oct 2026 Contributio...	-51,750.38
Check	10/07/2026	16693	Board of County Commissioners	A/P Inv # 09/30/2026	-6,370.40
Check	10/07/2026	16694	Cole Auto Supply	A/P Acct # 1642 Closing Date ...	-485.53
Check	10/07/2026	16695	Grove Welders, Inc	Inv # 70137	-198.77
Check	10/07/2026	16696	Indian River County Tax Collector	A/P Postage Expense for 202...	-781.21
Check	10/07/2026	16697	Sub-Zero Ice Services, Inc	Inv # FLL-004895	-440.00
Check	10/07/2026	16698	Tabula Inc	Inv # 14136815	-74,160.00
Check	10/07/2026	16699	Summer Agro Services, LLC	Inv # 02013-M26-APL	-22,910.55
Check	10/21/2026	16700	Adapco, LLC	Inv # SI301005620	-53,312.00
Check	10/21/2026	16701	Dell Marketing L.P.	Customer # 42258418 Inv # 1...	-1,375.95
Check	10/21/2026	16702	Florida Coast Equipment, LLC	Acct # INDIA025 Inv # P4827...	-330.87
Check	10/21/2026	16703	IRC Property Appraiser	Quarterly commission due (1s...	-23,594.75
Check	10/21/2026	16704	Kelly Tractor Co	Inv # P108_0008077, Inv # P1...	-934.07
Check	10/21/2026	16705	Lowe's	Acct 2096 Inv # 940562	-25.76
Check	10/21/2026	16706	McMaster-Carr Supply Co	Inv # 73238322	-86.03
Check	10/21/2026	16707	Palmdale Como Propane, LLC	Acct # 1003327 Inv # 3001176	-40.00
Check	10/21/2026	16708	SHI International Corp.	Inv # B21787722	-4,704.00
Check	10/21/2026	16709	Sub-Zero Ice Services, Inc	Inv # FLL-005183	-440.00
Check	10/21/2026	16710	Summer Agro Services, LLC	Inv # 02026-M26-APL	-23,156.20
Check	10/21/2026	16711	Indian River County Tax Collector	Acct 32-39-28-00001-0120-0...	-2,005.98
Check	10/21/2026	16712	Target Specialty Products	Cust ID # 5017493 Inv # INV...	-36,480.00
Check	10/21/2026	16713	Vero Collision III, LLC	Inv # 884	-2,431.40

IRMCD
Monthly Board Disbursement Report
As of October 31, 2026

Type	Date	Num	Name	Memo	Amount
Check	10/21/2026	16714	Tommy's Trailer Service & Auto	Inv # 16287	-220.00
Check	10/21/2026	16715	Palmdale Oil Company LLC	Acct # 32491465 Inv # SI-344...	-2,021.68
Check	10/21/2026	16716	Clarke Environmental Mosquito Mgt,	Inv # 001040924	-4,690.00
Check	10/21/2026	16717	Clarke Mosquito Control Products	Inv # 005118236, Inv # 00511...	-2,675.00
Check	10/28/2026	16718	AccuCheck Screening, LLC	Inv # 2974	-42.00
Check	10/28/2026	16719	Grove Welders, Inc	Inv # 70295	-282.51
Check	10/28/2026	16720	Kelly Tractor Co	Inv # P108_0008281	-43.27
Check	10/28/2026	16721	Lengemann Corporation	Inv # IN390930	-17,986.00
Check	10/28/2026	16722	Near Shore Roofing, LLC	Inv # 1	-1,500.00
Check	10/28/2026	16723	SHI International Corp.	Inv # B21852499, Inv # B2185...	-6,078.93
Total 1050 Seacoast Oper-4941					-656,997.67
1060 Seacoast State Funds-5161					
Total 1060 Seacoast State Funds-5161					
TOTAL					**-656,997.67**

IRI

Custom Transaction Detail Report

October 2026

Type	Date	Num	Name	Memo	Account	Amount
Check	10/01/2026	EFT	Verizon Connect Fleet USA LLC	A/P Acct # 100000209474 August 2026 Inv # 38	1050 Seacoast Oper-4941	-1,642.76
Check	10/01/2026	EFT	Verizon Connect Fleet USA LLC	A/P Acct # 100000209474 August 2026 Inv # 38	41.1 Communication Services	1,642.76
Check	10/01/2026	EFT	Intellivoice, LLC	A/P Acct # 100640 Inv # 100640260915	1050 Seacoast Oper-4941	-171.20
Check	10/01/2026	EFT	Intellivoice, LLC	A/P Acct # 100640 Inv # 100640260915 Local &	41.1 Communication Services	171.20
Check	10/01/2026	EFT	Indian River County Utilities	A/P Cust # 0012218-062300 Bill # 13835727	1050 Seacoast Oper-4941	-64.31
Check	10/01/2026	EFT	Indian River County Utilities	A/P Cust # 0012218-062300 Bill # 13835727 Wa	43.1 Utility Services	64.31
Check	10/01/2026	EFT	First-Citizens Bank & Trust Co	Customer # 2000350988 Inv # 49825731	1050 Seacoast Oper-4941	-163.20
Check	10/01/2026	EFT	First-Citizens Bank & Trust Co	Customer # 2000350988 Inv # 49825731 Oct 20	44.1.2 Misc Rentals/Leases	163.20
Check	10/01/2026	EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2526-7095	1050 Seacoast Oper-4941	-680.00
Check	10/01/2026	EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2526-7095 E	45.1 Insurance	680.00
Check	10/02/2026	EFT	CivicPlus, LLC	A/P Inv # 386099	1050 Seacoast Oper-4941	-770.00
Check	10/02/2026	EFT	CivicPlus, LLC	A/P Inv # 386099 Streamline Operations Pro Rer	30.5 Other Contractual Srv (water cooler service	770.00
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4282272146	1050 Seacoast Oper-4941	-505.30
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4282272146 Uniforr	30.4.2 Other Prof Svc/Uniforms	505.30
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4283068723	1050 Seacoast Oper-4941	-505.30
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4283068723 Uniforr	30.4.2 Other Prof Svc/Uniforms	505.30
Check	10/02/2026	EFT	Staples Advantage	A/P Acct # ATL1067547 Inv # 6074136997	1050 Seacoast Oper-4941	-171.46
Check	10/02/2026	EFT	Staples Advantage	A/P Acct # ATL1067547 Inv # 6074136997 3 rin	51.1 Office Supplies (Include AT&T advertising)	171.46
Liability Check	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P 59-6001309	1050 Seacoast Oper-4941	-39.60
Liability Check	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	3.75
Liability Check	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	3.75
Liability Check	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	16.05
Liability Check	10/02/2026	EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	16.05
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4283834707	1050 Seacoast Oper-4941	-505.30
Check	10/02/2026	EFT	Cintas Corporation No. 2	A/P Payer # 14087358 Inv # 4283834707 Unifor	30.4.2 Other Prof Svc/Uniforms	505.30
Check	10/02/2026	EFT	B & E Property Maintenance Inc	A/P Inv # 41374	1050 Seacoast Oper-4941	-1,500.00
Check	10/02/2026	EFT	B & E Property Maintenance Inc	A/P Inv # 41374 Lawn & Landscape maintenance	30.5 Other Contractual Srv (water cooler service	1,500.00
Check	10/02/2026	EFT	FPL	A/P Acct # 90168-13504	1050 Seacoast Oper-4941	-2,891.42
Check	10/02/2026	EFT	FPL	A/P Acct # 90168-13504 09/18/2026 Shop/Offic	43.1 Utility Services	1,664.53
Check	10/02/2026	EFT	FPL	A/P Electric Pumps	43.1.1 Electric Pumps	1,226.89
Check	10/04/2026	EFT	Comcast	Acct # 8535115060598219	1050 Seacoast Oper-4941	-130.85
Check	10/04/2026	EFT	Comcast	Acct # 8535115060598219 Internet services 9/27	41.1 Communication Services	130.85

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Check	10/05/2026 EFT	FedEx	A/P Inv # 9-472-56834, A/P Inv # 9-462-22230,	1050 Seacoast Oper-4941	-29.79
Check	10/05/2026 EFT	FedEx	A/P Inv # 9-472-56834 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sam	9.93
Check	10/05/2026 EFT	FedEx	A/P Inv # 9-462-22230 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sam	9.93
Check	10/05/2026 EFT	FedEx	A/P Inv # 9-481-22422 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sam	9.93
Check	10/05/2026 EFT	FMIT	FMIT # 0273 Inv ID # 2627-0273-Q1-1 FY 26/27	1050 Seacoast Oper-4941	-41,588.00
Check	10/05/2026 EFT	FMIT	FMIT # 0273 Inv ID # 2627-0273-Q1-1 FY 26/27	45.1 Insurance	26,658.75
Check	10/05/2026 EFT	FMIT	FMIT # 0273 Inv ID # 2627-0273-Q1-1 FY 26/27	20.4 Worker's Compensation	14,929.25
Check	10/06/2026 EFT	Gannett Florida LocaliQ	Account # 1125235 Inv # 0007909316	1050 Seacoast Oper-4941	-1,168.46
Check	10/06/2026 EFT	Gannett Florida LocaliQ	Account # 1125235 Inv # 0007909316 Display B	49.2 Advertising (Req'd by Law)	1,168.46
Check	10/06/2026 EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2627-8374	1050 Seacoast Oper-4941	-350.00
Check	10/06/2026 EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2627-8374 S	45.1 Insurance	350.00
Check	10/06/2026 EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2626-8353	1050 Seacoast Oper-4941	-7,868.00
Check	10/06/2026 EFT	FMIT	FMIT # 0273 Inv ID # ANC-MI-0273-2626-8353 F	45.1 Insurance	7,868.00
Liability Check	10/07/2026	QuickBooks Payroll Service	A/P Created by Payroll Service on 10/05/2026	1050 Seacoast Oper-4941	-64,906.09
Liability Check	10/07/2026	QuickBooks Payroll Service	A/P	2111 Direct Deposit Liabilities	64,906.09
Check	10/07/2026 16693	Board of County Commissioners	A/P Inv # 09/30/2026	1050 Seacoast Oper-4941	-6,370.40
Check	10/07/2026 16693	Board of County Commissioners	A/P Inv # 09/30/2026 Fuel charges for 9/1/2026	52.1.2 Gas & Diesel	6,370.40
Check	10/07/2026 16694	Cole Auto Supply	A/P Acct # 1642 Closing Date 9/30/2026	1050 Seacoast Oper-4941	-485.53
Check	10/07/2026 16694	Cole Auto Supply	A/P Acct # 1642 Closing Date 9/30/2026 oil filter	46.6.1 Truck/Auto/ATV-IRMCD	124.02
Check	10/07/2026 16694	Cole Auto Supply	A/P forklift oil filter	46.6.3 Heavy Eqpt/Boats-IRMCD	3.82
Check	10/07/2026 16694	Cole Auto Supply	1A/P 5w40 oil, 30w oil, 10w30 oil, 10w40 oil	52.1.1 Oil & Lubricants	357.69
Check	10/07/2026 16695	Grove Welders, Inc	Inv # 70137	1050 Seacoast Oper-4941	-198.77
Check	10/07/2026 16695	Grove Welders, Inc	Inv # 70137 Hose assy, M pipe reusable fitting, H	52.4.4 Supl ULV (Includes mosquito magnet sup	198.77
Check	10/07/2026 16696	Indian River County Tax Collector	A/P Postage Expense for 2025 Tax Year	1050 Seacoast Oper-4941	-781.21
Check	10/07/2026 16696	Indian River County Tax Collector	A/P Postage Expense for 2025 Tax Year	30.1.2 Tax Collctr Fees/Landfil (Tax Collector Fe	781.21
Check	10/07/2026 16697	Sub-Zero Ice Services, Inc	Inv # FLL-004895	1050 Seacoast Oper-4941	-440.00
Check	10/07/2026 16697	Sub-Zero Ice Services, Inc	Inv # FLL-004895 Dry ice pellets for traps - 550 l	30.5 Other Contractual Srv (water cooler service	440.00
Check	10/07/2026 16698	Tabula Inc	Inv # 14136815	1050 Seacoast Oper-4941	-74,160.00
Check	10/07/2026 16698	Tabula Inc	Inv # 14136815 Year 1 License Implementation	51.2 Computer Software	23,850.00
Check	10/07/2026 16698	Tabula Inc	Data import, trackers, ground vision kit, tablets et	64.2 Capital-Electronics	50,310.00
Check	10/07/2026 16699	Summer Agro Services, LLC	Inv # 02013-M26-APL	1050 Seacoast Oper-4941	-22,910.55
Check	10/07/2026 16699	Summer Agro Services, LLC	Inv # 02013-M26-APL Aerial Larviciding 1,265 a	30.4.5/Contract Serv.-Aircraft	22,910.55
Check	10/07/2026 EFT	Florida Department of Commerce	Inv # 94355	1050 Seacoast Oper-4941	-175.00

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Check	10/07/2026 EFT	Florida Department of Commerce	Inv # 94355 FY 26-27 Florida Special District Fe	30.4 Other Prof/Gov Fees/Permit	175.00
Liability Check	10/08/2026 EFT	Child Support		1050 Seacoast Oper-4941	-177.80
Liability Check	10/08/2026 EFT	Child Support		2006 Payroll Liabilities	177.80
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P 59-6001309	1050 Seacoast Oper-4941	-19,875.66
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	7,120.00
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	1,208.89
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	1,208.89
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	5,168.94
Liability Check	10/09/2026 EFT	IRMCD-FICA,SS,Med	A/P	2006 Payroll Liabilities	5,168.94
Liability Check	10/09/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	1050 Seacoast Oper-4941	-741.72
Liability Check	10/09/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	2006 Payroll Liabilities	741.72
Liability Check	10/09/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	1050 Seacoast Oper-4941	-495.00
Liability Check	10/09/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	2006 Payroll Liabilities	495.00
Check	10/15/2026 EFT	Waste Management Inc. of Florida	Customer # 13-91132-63000 Inv # 1645925-483	1050 Seacoast Oper-4941	-82.15
Check	10/15/2026 EFT	Waste Management Inc. of Florida	Customer # 13-91132-63000 Inv # 1645925-483	43.1 Utility Services	82.15
Check	10/15/2026 EFT	Waste Management Inc. of Florida	Customer # 9-18548-52001 Inv # 1645683-4835	1050 Seacoast Oper-4941	-283.93
Check	10/15/2026 EFT	Waste Management Inc. of Florida	Customer # 9-18548-52001 Inv # 1645683-4835	43.1 Utility Services	283.93
Check	10/15/2026 EFT	Stellar Scientific, LLC	A/P Invoice# IN119708	1050 Seacoast Oper-4941	-2,225.00
Check	10/15/2026 EFT	Stellar Scientific, LLC	A/P Invoice# IN119708 Science Thermal Cycler	52.4.3.1 General (Gravid traps & supplies, BG lu	2,225.00
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	1050 Seacoast Oper-4941	-55,120.98
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.81 Emp. Dental Prem Cont (Employee Den	350.00
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.81 Emp. Dental Prem Cont (Employee Den	520.10
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.81 Emp. Dental Prem Cont (Employee Den	228.96
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.81 Emp. Dental Prem Cont (Employee Den	209.70
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	183.27
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	281.64
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	356.92
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	1,282.96
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	1,293.66
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	743.88
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.8 Emp. Health Prem Contrib (Employee He	247.95
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.82 Emp Vision Prem Contr (Employee Visic	150.88
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.82 Emp Vision Prem Contr (Employee Visic	83.54

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Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.82 Emp Vision Prem Contr (Employee Visic	22.04
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	2006.82 Emp Vision Prem Contr (Employee Visic	48.40
Liability Check	10/15/2026 EFT	FMIT	FH0273 Sept 2026 Contributions / Oct 2026 Prer	20.3 Life/Health Insurance	49,117.08
Check	10/21/2026 16700	Adapco, LLC	Inv # SI301005620	1050 Seacoast Oper-4941	-53,312.00
Check	10/21/2026 16700	Adapco, LLC	Inv # SI301005620 (24) Vectobac GS Supersacl	52.2.16 Vectobac CG-GS/Bti (Granular larvicide	47,808.00
Check	10/21/2026 16700	Adapco, LLC	Inv # SI301005620 (80) Vectobac GS 40lb bags	52.2.16 Vectobac CG-GS/Bti (Granular larvicide	5,504.00
Check	10/21/2026 16701	Dell Marketing L.P.	Customer # 42258418 Inv # 10894969351	1050 Seacoast Oper-4941	-1,375.95
Check	10/21/2026 16701	Dell Marketing L.P.	Customer # 42258418 Inv # 10894969351 Dell F	64.2 Capital-Electronics	1,375.95
Check	10/21/2026 16702	Florida Coast Equipment, LLC	Acct # INDIA025 Inv # P4827102	1050 Seacoast Oper-4941	-330.87
Check	10/21/2026 16702	Florida Coast Equipment, LLC	Acct # INDIA025 Inv # P4827102 for Kubota RT'	46.6.1 Truck/Auto/ATV-IRMCD	149.69
Check	10/21/2026 16702	Florida Coast Equipment, LLC	hydraulic oil	52.1.1 Oil & Lubricants	181.18
Check	10/21/2026 16703	IRC Property Appraiser	Quarterly commission due (1st qtr 2026-2027)	1050 Seacoast Oper-4941	-23,594.75
Check	10/21/2026 16703	IRC Property Appraiser	Quarterly commission due (1st qtr 2026-2027)	30.1.1 Property Tax Qtrly Comm	23,594.75
Check	10/21/2026 16704	Kelly Tractor Co	Inv # P108_0008077, Inv # P108_0008143	1050 Seacoast Oper-4941	-934.07
Check	10/21/2026 16704	Kelly Tractor Co	Inv # P108_0008077 filters and breather for DW6	46.6.3 Heavy Eqpt/Boats-IRMCD	625.55
Check	10/21/2026 16704	Kelly Tractor Co	Inv # P108_0008143 hydraulic oil for DW60	52.1.1 Oil & Lubricants	308.52
Check	10/21/2026 16705	Lowe's	Acct 2096 Inv # 940562	1050 Seacoast Oper-4941	-25.76
Check	10/21/2026 16705	Lowe's	Acct 2096 Inv # 940562 (6) kick down door stop:	46.5.1 Buildings-IRMCD	25.76
Check	10/21/2026 16706	McMaster-Carr Supply Co	Inv # 73238322	1050 Seacoast Oper-4941	-86.03
Check	10/21/2026 16706	McMaster-Carr Supply Co	Inv # 73238322 100pk pegboard hooks, (3) 10pk	46.0.20 Maint by IRMCD	86.03
Check	10/21/2026 16707	Palmdale Como Propane, LLC	Acct # 1003327 Inv # 3001176	1050 Seacoast Oper-4941	-40.00
Check	10/21/2026 16707	Palmdale Como Propane, LLC	Acct # 1003327 Inv # 3001176 Forklift cylinder r	52.1.2 Gas & Diesel	40.00
Check	10/21/2026 16708	SHI International Corp.	Inv # B21787722	1050 Seacoast Oper-4941	-4,704.00
Check	10/21/2026 16708	SHI International Corp.	Inv # B21787722 (420) Barracuda email protectic	51.2 Computer Software	2,525.60
Check	10/21/2026 16708	SHI International Corp.	(420) Barracuda email protection advanced for C	1320 Prepaid Expense	229.60
Check	10/21/2026 16708	SHI International Corp.	(420) Email Protection, Cloud archiving service	51.2 Computer Software	1,362.90
Check	10/21/2026 16708	SHI International Corp.	(420) Email Protection, Cloud archiving service f	1320 Prepaid Expense	123.90
Check	10/21/2026 16708	SHI International Corp.	(420) Email Protection, Security Awareness Trair	55.2 Training (Training, core exam, Public Health	423.50
Check	10/21/2026 16708	SHI International Corp.	(420) Email Protection, Security Awareness Trair	1320 Prepaid Expense	38.50
Check	10/21/2026 16709	Sub-Zero Ice Services, Inc	Inv # FLL-005183	1050 Seacoast Oper-4941	-440.00
Check	10/21/2026 16709	Sub-Zero Ice Services, Inc	Inv # FLL-005183 Dry ice pellets for traps - 550 l	30.5 Other Contractual Srv (water cooler service.	440.00
Check	10/21/2026 16710	Summer Agro Services, LLC	Inv # 02026-M26-APL	1050 Seacoast Oper-4941	-23,156.20
Check	10/21/2026 16710	Summer Agro Services, LLC	Inv # 02026-M26-APL Aerial Larviciding 1,248 a	30.4.5/Contract Serv.-Aircraft	23,156.20

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Check	10/21/2026 16711	Indian River County Tax Collector	Acct 32-39-28-00001-0120-00002/0	1050 Seacoast Oper-4941	-2,005.98
Check	10/21/2026 16711	Indian River County Tax Collector	Acct 32-39-28-00001-0120-00002/0 County Lan	30.1.2 Tax Collctr Fees/Landfil (Tax Collector Fe	2,005.98
Check	10/21/2026 16712	Target Specialty Products	Cust ID # 5017493 Inv # INVP502287044	1050 Seacoast Oper-4941	-36,480.00
Check	10/21/2026 16712	Target Specialty Products	Cust ID # 5017493 Inv # INVP502287044 (24) 1	52.2.47 Summit (52.2.47 Summit)	36,480.00
Check	10/21/2026 16713	Vero Collision III, LLC	Inv # 884	1050 Seacoast Oper-4941	-2,431.40
Check	10/21/2026 16713	Vero Collision III, LLC	Inv # 884 Tk 552- replace hood, prime, install an	46.2 Truck/Auto/ATV-Other	2,431.40
Check	10/21/2026 16714	Tommy's Trailer Service & Auto	Inv # 16287	1050 Seacoast Oper-4941	-220.00
Check	10/21/2026 16714	Tommy's Trailer Service & Auto	Inv # 16287 (4) 3500 trailer hubs	46.6.3 Heavy Eqpt/Boats-IRMCD	220.00
Liability Check	10/21/2026	QuickBooks Payroll Service	Created by Payroll Service on 10/20/2026	1050 Seacoast Oper-4941	-66,929.48
Liability Check	10/21/2026	QuickBooks Payroll Service	Created by Payroll Service on 10/20/2026	2111 Direct Deposit Liabilities	66,929.48
Check	10/21/2026 16715	Palmdale Oil Company LLC	Acct # 32491465 Inv # SI-344224	1050 Seacoast Oper-4941	-2,021.68
Check	10/21/2026 16715	Palmdale Oil Company LLC	Acct # 32491465 Inv # SI-344224 Rec 90 gas -	52.1.2 Gas & Diesel	2,021.68
Check	10/21/2026 16716	Clarke Environmental Mosquito Mgt,	Inv # 001040924	1050 Seacoast Oper-4941	-4,690.00
Check	10/21/2026 16716	Clarke Environmental Mosquito Mgt,	Inv # 001040924 Drone application 124 acres -	30.4.5/Contract Serv.-Aircraft	4,690.00
Check	10/21/2026 16717	Clarke Mosquito Control Products	Inv # 005118236, Inv # 005118327, Inv # 00411	1050 Seacoast Oper-4941	-2,675.00
Check	10/21/2026 16717	Clarke Mosquito Control Products	Inv # 005118236 (10) BG Lures for sentinnel trap	64.4 Capital Research Eqpt	529.00
Check	10/21/2026 16717	Clarke Mosquito Control Products	Inv # 005118327 (10) BG sentinnel traps for surv	64.4 Capital Research Eqpt	2,086.00
Check	10/21/2026 16717	Clarke Mosquito Control Products	Inv # 004118328 (3) BG MTG Type II connectors	64.4 Capital Research Eqpt	60.00
Liability Check	10/22/2026 EFT	Child Support		1050 Seacoast Oper-4941	-177.80
Liability Check	10/22/2026 EFT	Child Support		2006 Payroll Liabilities	177.80
Check	10/22/2026 EFT	Cintas Corporation No. 2	Payer # 14087358 Inv # 4284912813, Inv # 4285	1050 Seacoast Oper-4941	-1,473.52
Check	10/22/2026 EFT	Cintas Corporation No. 2	Payer # 14087358 Inv # 4284912813 Uniform Se	30.4.2 Other Prof Svc/Uniforms	505.30
Check	10/22/2026 EFT	Cintas Corporation No. 2	Inv # 4285673139 Uniform Services 10/14/2026	30.4.2 Other Prof Svc/Uniforms	484.11
Check	10/22/2026 EFT	Cintas Corporation No. 2	Inv # 4286445602 Uniform Services 10/21/2026	30.4.2 Other Prof Svc/Uniforms	484.11
Check	10/23/2026 EFT	MasterCard	A/P Acct # 1603 - Statement Closing Date 9/28/2	1050 Seacoast Oper-4941	-7,709.32
Check	10/23/2026 EFT	MasterCard	A/P Acct # 1603 - Statement Closing Date 9/28/2	30.5 Other Contractual Srv (water cooler service.	40.00
Check	10/23/2026 EFT	MasterCard	A/P HR Conference parking and hotel stay - IU	40.1 Travel & Per Diem (Include Registrations)	359.55
Check	10/23/2026 EFT	MasterCard	A/P Credit from Signia Hilton - HR Conference	40.1 Travel & Per Diem (Include Registrations)	-26.55
Check	10/23/2026 EFT	MasterCard	FMCA Annual Conference - Nov 9th-12th, 2026 -	40.2.1 Registrations (FMCA, AMCA Registration	465.00
Check	10/23/2026 EFT	MasterCard	A/P Earthlink monthly, Text-em-all 1,000 credits	41.1 Communication Services	82.93
Check	10/23/2026 EFT	MasterCard	A/P 6pk outdoor receptacle covers	46.5.1 Buildings-IRMCD	19.79
Check	10/23/2026 EFT	MasterCard	A/P parts for tk 552 ft. end repairs	46.6.1 Truck/Auto/ATV-IRMCD	434.42
Check	10/23/2026 EFT	MasterCard	A/P stainless steel boat seat mount and seat plat	46.6.3 Heavy Eqpt/Boats-IRMCD	146.66

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Check	10/23/2026 EFT	MasterCard	A/P refund for lost seat post base and seat	46.6.3 Heavy Eqpt/Boats-IRMCD	-57.25
Check	10/23/2026 EFT	MasterCard	A/P 36 pk .4mm Cricut markers for Outreach, Bu	48.1 Promo/Educational Activ	27.98
Check	10/23/2026 EFT	MasterCard	A/P antibacterial soap refills, Conflict converssati	51.1 Office Supplies (Include AT&T advertising)	229.35
Check	10/23/2026 EFT	MasterCard	A/P QB Payroll monthly per Employee usage & E	51.2 Computer Software	1,884.95
Check	10/23/2026 EFT	MasterCard	A/P (2) USB-A to USB-CB 10' cable, (2) USB-A t	51.3 Computer Hardware	31.54
Check	10/23/2026 EFT	MasterCard	A/P Water quality testing ORP Standard, 200mV,	52.4.2 Supl Research-Ecology	132.51
Check	10/23/2026 EFT	MasterCard	A/P lamp assay primers, Pipette Tip, (Pack of 9(	52.4.3.1 General (Gravid traps & supplies, BG lu	1,547.16
Check	10/23/2026 EFT	MasterCard	A/P refund for batteries	52.4.3.1 General (Gravid traps & supplies, BG lu	-34.98
Check	10/23/2026 EFT	MasterCard	A/P 40 Purina Layena chicken pellet feed - 50lb b	52.4.3.3 Sentinel (Chickens, feed, supplies)	998.00
Check	10/23/2026 EFT	MasterCard	A/P Vivek and Kyle's Journal of Med. Entomology	54.1 Publications & Dues (Subscriptions, membe	500.00
Check	10/23/2026 EFT	MasterCard	A/P Pesticide exam for BM	55.2 Training (Training, core exam, Public Health	33.26
Check	10/23/2026 EFT	MasterCard	Virtual IT Cybersecurity Conference	55.2 Training (Training, core exam, Public Health	895.00
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	1050 Seacoast Oper-4941	-21,315.72
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	2006 Payroll Liabilities	8,057.00
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	2006 Payroll Liabilities	1,256.50
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	2006 Payroll Liabilities	1,256.50
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	2006 Payroll Liabilities	5,372.86
Liability Check	10/23/2026 EFT	IRMCD-FICA,SS,Med	59-6001309	2006 Payroll Liabilities	5,372.86
Liability Check	10/23/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	1050 Seacoast Oper-4941	-741.72
Liability Check	10/23/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	2006 Payroll Liabilities	741.72
Liability Check	10/23/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	1050 Seacoast Oper-4941	-495.00
Liability Check	10/23/2026 EFT	Nationwide Retirement Solutions, Inc.	0025223001	2006 Payroll Liabilities	495.00
Check	10/23/2026 EFT	FedEx	Inv # 9-491-19694, Inv # 9-499-68317, Inv # 9-5(	1050 Seacoast Oper-4941	-37.51
Check	10/23/2026 EFT	FedEx	Inv # 9-491-19694 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sar	13.69
Check	10/23/2026 EFT	FedEx	Inv # 9-499-68317 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sar	13.69
Check	10/23/2026 EFT	FedEx	Inv # 9-509-90663 Shipping Arbo samples	42.1.1 Freight Srvcs - Sentinel (FedEx blood sar	10.13
Check	10/25/2026 EFT	AT&T Mobility	A/P Acct # 823540712 Invoice # 823540712X10	1050 Seacoast Oper-4941	-1,236.05
Check	10/25/2026 EFT	AT&T Mobility	A/P Acct # 823540712 Invoice # 823540712X10	41.1 Communication Services	1,236.05
Check	10/26/2026 EFT	Cintas First Aid and Safety	A/P Payer # 14063315 Inv # 9392688134, A/P In	1050 Seacoast Oper-4941	-120.25
Check	10/26/2026 EFT	Cintas First Aid and Safety	A/P Payer # 14063315 Inv # 9392688134 Waterl	30.5 Other Contractual Srv (water cooler service	49.50
Check	10/26/2026 EFT	Cintas First Aid and Safety	A/P Inv # 5363902006 Service First Aid cabinets	30.5 Other Contractual Srv (water cooler service	70.75
Check	10/27/2026 EFT	Principal Financial Group	Acct # 1037999-10001 - Nov 2026 Premiums	1050 Seacoast Oper-4941	-784.63
Check	10/27/2026 EFT	Principal Financial Group	Acct # 1037999-10001 - Nov 2026 Premiums	20.3 Life/Health Insurance	784.63

IRI

Custom Transaction Detail Report

October 2026

Liability Check	10/27/2026 EFT	LegalShield	Acct# 165168 Oct 2026 Premiums	1050 Seacoast Oper-4941	-165.55
Liability Check	10/27/2026 EFT	LegalShield	Acct# 165168 Oct 2026 Premiums	2006 Payroll Liabilities	165.55
Liability Check	10/27/2026 EFT	Texas Life Insurance Company	SM0A9H Oct 2026 Premiums	1050 Seacoast Oper-4941	-272.68
Liability Check	10/27/2026 EFT	Texas Life Insurance Company	SM0A9H Oct 2026 Premiums	2006.7 Texas Life	264.92
Liability Check	10/27/2026 EFT	Texas Life Insurance Company	SM0A9H Oct 2026 Premiums	10.1 Payroll Expenses	7.76
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	1050 Seacoast Oper-4941	-3,005.18
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.21 AFA/ Accident (post-tax	54.00
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.2 AFA/Accident	868.30
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.3 AFA/Cancer (pre-tax)	323.70
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.4 AFA/Cancer (post tax)	162.00
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.83 AFA/Critical Care(post)	39.08
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.5 AFA/Disability	1,349.42
Liability Check	10/27/2026 EFT	American Fidelity-Products	MCP#64213 Inv#D942214 Oct 2026 Premiums	2006.6 AFA/Life Insurance	208.68
Liability Check	10/27/2026 EFT	American Fidelity Assurance Company	MCP#64213 INV#2683283A Oct 2026 Premium:	1050 Seacoast Oper-4941	-679.74
Liability Check	10/27/2026 EFT	American Fidelity Assurance Company	MCP#64213 INV#2683283A Oct 2026 Premium:	2006.1 AFA/Medical Care FSA	679.74
Check	10/28/2026 16718	AccuCheck Screening, LLC	Inv # 2974	1050 Seacoast Oper-4941	-42.00
Check	10/28/2026 16718	AccuCheck Screening, LLC	Inv # 2974 IRMCD Random drug test - PB, One	30.1.4 Medical Services	42.00
Check	10/28/2026 16719	Grove Welders, Inc	Inv # 70295	1050 Seacoast Oper-4941	-282.51
Check	10/28/2026 16719	Grove Welders, Inc	Inv # 70295 Chemical pump pressure switches f	46.6.1 Truck/Auto/ATV-IRMCD	282.51
Check	10/28/2026 16720	Kelly Tractor Co	Inv # P108_0008281	1050 Seacoast Oper-4941	-43.27
Check	10/28/2026 16720	Kelly Tractor Co	Inv # P108_0008281 Regulation container for DV	46.6.3 Heavy Eqpt/Boats-IRMCD	43.27
Check	10/28/2026 16721	Lengemann Corporation	Inv # IN390930	1050 Seacoast Oper-4941	-17,986.00
Check	10/28/2026 16721	Lengemann Corporation	Inv # IN390930 Survey equipment - Receivers, c	64.2 Capital-Electronics	17,986.00
Check	10/28/2026 16722	Near Shore Roofing, LLC	Inv # 1	1050 Seacoast Oper-4941	-1,500.00
Check	10/28/2026 16722	Near Shore Roofing, LLC	Inv # 1 Shingle repair at main building sw corner,	46.1.1 Buildings-Other	1,500.00
Check	10/28/2026 16723	SHI International Corp.	Inv # B21852499, Inv # B21852087	1050 Seacoast Oper-4941	-6,078.93
Check	10/28/2026 16723	SHI International Corp.	Inv # B21852499 VEEAM Server data subscriptic	51.2 Computer Software	1,323.59
Check	10/28/2026 16723	SHI International Corp.	Prepaid Inv # B21852499 VEEAM Server data su	1320 Prepaid Expense	264.73
Check	10/28/2026 16723	SHI International Corp.	Inv # B21852087 Singularity platform, cloud work	51.2 Computer Software	3,742.17
Check	10/28/2026 16723	SHI International Corp.	Prepaid Inv # B21852087 Singular platform, clou	1320 Prepaid Expense	748.44
Check	10/28/2026 EFT	Fleetio	Inv # INV-639209	1050 Seacoast Oper-4941	-5,472.00
Check	10/28/2026 EFT	Fleetio	Inv # INV-639209 Premium 60 Annual Vehicle Sc	51.2 Computer Software	5,472.00
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem	1050 Seacoast Oper-4941	-51,750.38

IRMCD
Custom Transaction Detail Report
October 2026

Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.81 Emp. Dental Prem Cont (Employee Den	420.00
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.81 Emp. Dental Prem Cont (Employee Den	371.50
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.81 Emp. Dental Prem Cont (Employee Den	114.48
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.81 Emp. Dental Prem Cont (Employee Den	139.80
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	183.27
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	281.64
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	356.92
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	1,282.96
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	862.44
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	495.92
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.8 Emp. Health Prem Contrib (Employee He	247.95
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.82 Emp Vision Prem Contr (Employee Visic	59.04
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.82 Emp Vision Prem Contr (Employee Visic	64.07
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 2006.82 Emp Vision Prem Contr (Employee Visic	36.30
Liability Check	10/29/2026 EFT	FMIT	FH0273 Oct 2026 Contributions / Nov 2026 Prem 20.3 Life/Health Insurance	46,834.09

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL MONTHLY REPORT - LOCAL FUN

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7933; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

COUNTY/ DISTRICT Indian River Mosquito Co | FISCAL YEAR: 2026- 2027 | MONTH: October

LOCAL FUNDS RECEIPTS AND BALANCES

ACCT NO	DESCRIPTION	Budgeted Receipts	Monthly Receipts	Receipts Year to Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	$ 8,391,873.36	$ 49,898.82	$ 49,898.82	$ 8,341,974.54
334.1	State Grant	$ -	$ -	$ -	$ -
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ 29,127.03	$ -	$ -	$ 29,127.03
361	Interest Earnings	$ 62,749.52	$ 4,563.98	$ 4,563.98	$ 58,185.54
364	Equipment and/or Other Sales	$ 42,500.00	$ -	$ -	$ 42,500.00
369	Misc./Refunds (prior yr expenditures)	$ 2,000.00	$ 910.84	$ 910.84	$ 1,089.16
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ 8,528,249.91	$ 55,373.64	$ 55,373.64	$ 8,472,876.27
BEGINNING FUND BALANCE		$ 4,955,913.52	$ -	$ -	$ 4,955,913.52
Total Receipts & Balance		**$ 13,484,163.43**	**$ 55,373.64**	**$ 55,373.64**	**$ 13,428,789.79**

LOCAL FUNDS EXPENDITURES AND BALANCES

ACCT NO	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year to Date	Balance to Be Expended
10	Personal Services	$ 2,766,637.51	$ 107,946.55	$ 107,946.55	$ 2,658,690.96
20	Personal Services Benefits	$ 1,562,380.25	$ 120,078.71	$ 120,078.71	$ 1,442,301.54
30	Operating Expense	$ 1,971,383.65	$ 84,337.41	$ 84,337.41	$ 1,887,046.24
40	Travel & Per Diem	$ 66,431.00	$ 471.43	$ 471.43	$ 65,959.57
41	Communication Services	$ 66,700.95	$ 640.09	$ 640.09	$ 66,060.86
42	Freight Services	$ 1,000.00	$ 37.51	$ 37.51	$ 962.49
43	Utility Service	$ 39,360.01	$ 293.23	$ 293.23	$ 39,066.78
44	Rentals & Leases	$ 39,708.40	$ 163.20	$ 163.20	$ 39,545.20
45	Insurance	$ 129,021.00	$ 35,556.75	$ 35,556.75	$ 93,464.25
46	Repairs & Maintenance	$ 260,720.06	$ 5,364.21	$ 5,364.21	$ 255,355.85
47	Printing and Binding	$ 1,561.00	$ -	$ -	$ 1,561.00
48	Promotional Activities	$ 7,900.00	$ -	$ -	$ 7,900.00
49	Other Charges	$ 4,420.00	$ 1,168.46	$ 1,168.46	$ 3,251.54
51	Office Supplies	$ 176,234.34	$ 81,372.36	$ 81,372.36	$ 94,861.98
52.1	Gasoline/Oil/Lube	$ 87,500.00	$ 2,551.38	$ 2,551.38	$ 84,948.62
52.2	Chemicals	$ 1,524,637.51	$ 89,792.00	$ 89,792.00	$ 1,434,845.51
52.3	Protective Clothing	$ 4,725.00	$ -	$ -	$ 4,725.00
52.4	Misc. Supplies	$ 139,478.12	$ 198.77	$ 198.77	$ 139,279.35
52.5	Tools & Implements	$ 4,023.00	$ -	$ -	$ 4,023.00
54	Publications & Dues	$ 34,053.00	$ 12,996.00	$ 12,996.00	$ 21,057.00
55	Training	$ 51,549.00	$ 2,003.25	$ 2,003.25	$ 49,545.75
60	Capital Outlay	$ 1,241,900.95	$ 83,846.95	$ 83,846.95	$ 1,158,054.00
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ 506,866.81	$ -	$ -	$ 506,866.81
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
TOTAL BUDGET AND CHARGES		$ 10,688,191.56	$ 628,818.26	$ 628,818.26	$ 10,059,373.30
0.001	Reserves - Future Capital Outlay	$ 1,863,064.93	$ -	$ -	$ 1,863,064.93
0.002	Reserves - Self-Insurance	$ -	$ -	$ -	$ -
0.003	Reserves - Cash Balance to be Carried Forward	$ 848,443.73	$ -	$ -	$ 848,443.73
0.004	Reserves - Sick and Annual Leave	$ 84,463.21	$ -	$ -	$ 84,463.21
TOTAL RESERVES ENDING BALANCE		$ 2,795,971.87	$ -	$ -	$ 2,795,971.87
TOTAL BUDGETARY EXPENDITURES AND BALANCES		**$ 13,484,163.43**	**$ 628,818.26**	**$ 628,818.26**	**$ 12,855,345.17**
ENDING FUND BALANCE		**$ -**	**$ (573,444.62)**	**$ (573,444.62)**	**$ 573,444.62**

By submission of this monthly report of receipts, expenditures, and balances, I attest it is true and correct.

SIGNED:_____ DATE:_____

County/District Mosquito Control Director

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL MONTHLY REPORT - STATE FUN

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7933; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

COUNTY/ DISTRICT Indian River Mosquito C | FISCAL YEAR: 2026-2027 | MONTH: October

STATE FUNDS RECEIPTS AND BALANCES

ACCT NO	DESCRIPTION	Budgeted Receipts	Monthly Receipts	Receipts Year to Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	$ -	$ -	$ -	$ -
334.1	State Grant	$ -	$ -	$ -	$ -
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ -	$ -	$ -	$ -
361	Interest Earnings	$ -	$ -	$ -	$ -
364	Equipment and/or Other Sales	$ -	$ -	$ -	$ -
369	Misc./Refunds (prior yr expenditures)	$ -	$ -	$ -	$ -
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE		$ -	$ -	$ -	$ -
Total Receipts & Balance		$ -	$ -	$ -	$ -

STATE FUNDS EXPENDITURES AND BALANCES

ACCT NO	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year to Date	Balance to Be Expended
10	Personal Services	$ -	$ -	$ -	$ -
20	Personal Services Benefits	$ -	$ -	$ -	$ -
30	Operating Expense	$ -	$ -	$ -	$ -
40	Travel & Per Diem	$ -	$ -	$ -	$ -
41	Communication Services	$ -	$ -	$ -	$ -
42	Freight Services	$ -	$ -	$ -	$ -
43	Utility Service	$ -	$ -	$ -	$ -
44	Rentals & Leases	$ -	$ -	$ -	$ -
45	Insurance	$ -	$ -	$ -	$ -
46	Repairs & Maintenance	$ -	$ -	$ -	$ -
47	Printing and Binding	$ -	$ -	$ -	$ -
48	Promotional Activities	$ -	$ -	$ -	$ -
49	Other Charges	$ -	$ -	$ -	$ -
51	Office Supplies	$ -	$ -	$ -	$ -
52.1	Gasoline/Oil/Lube	$ -	$ -	$ -	$ -
52.2	Chemicals	$ -	$ -	$ -	$ -
52.3	Protective Clothing	$ -	$ -	$ -	$ -
52.4	Misc. Supplies	$ -	$ -	$ -	$ -
52.5	Tools & Implements	$ -	$ -	$ -	$ -
54	Publications & Dues	$ -	$ -	$ -	$ -
55	Training	$ -	$ -	$ -	$ -
60	Capital Outlay	$ -	$ -	$ -	$ -
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ -	$ -	$ -	$ -
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
TOTAL BUDGET AND CHARGES		$ -	$ -	$ -	$ -
0.001	Reserves - Future Capital Outlay	$ -	$ -	$ -	$ -
0.002	Reserves - Self-Insurance	$ -	$ -	$ -	$ -
0.003	Reserves - Cash Balance to be Carried Forward	$ -	$ -	$ -	$ -
0.004	Reserves - Sick and Annual Leave	$ -	$ -	$ -	$ -
TOTAL RESERVES ENDING BALANCE		$ -	$ -	$ -	$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		$ -	$ -	$ -	$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -

By submission of this monthly report of receipts, expenditures, and balances, I attest it is true and correct.

SIGNED:_____ DATE:_____ 20_____.
County/District Mosquito Control Director

FDACS-13650 Rev. 09/23

FIFTH THIRD BANK

ccount Number: XXXX XXXX XXXX 1603
IDIAN RIVR MOSQUITO CTR
Statement Closing Date: 09/28/26

Corporate Account Summary

Previous Balance		$8,621.09
Payments	-	$8,621.09
Credits	-	$118.78
Purchases and Other Charges	+	$7,828.10
Cash Advances	+	$0.00
Late Payment Charge	+	$0.00
Cash Advance Fees	+	$0.00
Finance Charges	+	$0.00
New Balance		$7,709.32
Disputed Amount		$0.00
Past Due Amount		$0.00
Credit Limit		$30,000.00
Available Credit Limit		$22,290.68
Cash Advance Credit Limit		$0.00
Available Cash Advance Credit Limit		$0.00
Statement Closing Date		09/28/26
Days in Billing Cycle		32

Payment Information

New Balance	$7,709.32
Minimum Payment Due	$7,709.32
Payment Due Date	10/23/26

QUESTIONS OR TO REPORT LOST/STOLEN CARDS?

Call Customer Service 1-800-375-1747

Please send billing inquiries and correspondence to:
FIFTH THIRD BANK
PO BOX 740523
CINCINNATI, OH 45274-0523

Or email inquires to CommercialSupport@53.com

Corporate Account Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09/21	09/21		AUTO PAYMENT DEDUCTION	-$8,621.09

MASTERCARD FY 09/26 STATEMENT					
1320 Prepaid			**52.4.2 Ecology**		
			$132.51	Water quality testing ORP Standard, 200mV, 500mL	
$0.00					
30.5 Contractural Services			$132.51		
$40.00	Biomedical Hazardous waste pickup		**52.4.3.1 Supply Research General**		
$40.00			$555.25	WNV1a-2021-6 Custom Oligo mix - lamp assay primers	
40.1 Travel/ Per Diem			$327.66	Pipette Tip, (Pack of 960), ball bearings,culture plates, Vaseline	
$20.00	Gaylord - HR Conference parking		$214.80	8 bug dorms/side covers for mosquito cages	
$21.50	Gaylord - HR Conference parking		$449.45	sharps cont. key chains, rbands, batteries, hooks,tubing, gloves	
$21.50	Gaylord - HR Conference parking		-$17.49	refund for battery	
$296.55	Signia by Hilton - HR Conference		-$17.49	refund for battery	
-$26.55	Signia by Hilton - HR Conference				
$333.00					
40.2.1 Registrations					
$465.00	FMCA Annual Conference - Nov 9th-12th, 2026 - JB		$1,512.18		
$465.00			**52.4.3.2 Arbovirus**		
41.1 Communications					
22.93	Earthlink monthly				
$60.00	Text-em-all 1,000 credits				
$82.93					
46.5.1 Buildings-IRMCD					
$19.79	6pk outdoor receptacle covers				
$19.79			$0.00		
46.6.1 Trucks/Auto/ATV-IRMCD			**52.4.3.3 Sentinnel**		
$434.42	parts for tk 552 ft. end repairs		$998.00	40 Purina Layena chicken pellet feed - 50lb bags	
$434.42					
46.6.3 Heavy Eqpt/Boats-IRMCD					
-$25.47	refund for lost seat post				
-$31.78	refund for lostseat post base				
$57.25	boat seat post and base				
$89.41	stainless steel boat seat mount and seat plate for SeaArk # 4				
			$998.00		
			52.4.3.4 Gambusia		
$89.41					
48.1 Outreach					
$20.99	36 pk .4mm Cricut markers for Outreach				
$6.99	Business card holder for Outreach		$0.00		
			52.4.4 ULV		
$27.98					
49.0 Other Current charges					
$0.00			$0.00		
49.1 Payments to other Agencies			**52.4.6 Larviciding**		
$0.00			$0.00		
51.1 Office Supplies			**52.4.7 Supplies - Drone**		
$17.33	3 pack antibacterial soap refills				
$105.35	SHRM bookstore- Conflict Conversation cards - JU & JMA				
$85.48	2pk monitor stands, 1 keyboard stand - JMA		$0.00		
$21.19	5 tier pink folder organizer - MPS		**52.5 Tools and Small Implements**		
			$0.00		
$229.35			**54.1 Subscriptions/Memberships/Educational Costs**		
51.2 Computer Software			$500.00	Vivek and Kyle's Journal of Med. Entomology Publication	
$731.00	QB Payroll monthly per Employee usage & Enterprise		$895.00	Virtual IT Cybersecurity Conference	
$330.00	Quickbooks Time Premium and per user fee				
$120.95	Irmosquito.org renewal for 5 years				
$703.00	QB Payroll monthly per Employee usage & Enterprise		$1,395.00		
			55.2 Training		
$1,884.95			$33.26	Pesticide exam - BM	
51.3 Computer Hardware					
$15.38	(2) USB-A to USB-CB 10' cable				
$16.16	(2) USB-A to USB-CB 10' cable printer cables		$33.26		
$31.54				[redacted]	$7,709.32

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F26AS00105

F26AS00105 National Fish Passage Program

Department of the Interior

Fish and Wildlife Service

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SYNOPSIS VERSION HISTORY RELATED DOCUMENTS PACKAGE

General Information

Document Type:	Grants Notice	**Version:**	Synopsis 1
Funding Opportunity Number:	F26AS00105	**Posted Date:**	Aug 24, 2026
		Last Updated Date:	Aug 24, 2026
Funding Opportunity Title:	F26AS00105 National Fish Passage Program	**Original Closing Date for Applications:**	Apr 30, 2027 Electronically submitted applications must be submitted no later than 11:59 PM, ET, on the listed application due date.
Opportunity Category:	Discretionary		
Opportunity Category Explanation:		**Current Closing Date for Applications:**	Apr 30, 2027 Electronically submitted applications must be submitted no later than 11:59 PM, ET, on the listed application due date.
Funding Instrument Type:	Cooperative AgreementGrant		
Category of Funding Activity:	Environment	**Archive Date:**	Dec 31, 2027
Category Explanation:		**Estimated Total Program Funding:**	$ 15,000,000
Expected Number of Awards:	100		
Assistance Listings:	15.685 -- National Fish Passage	**Award Ceiling:**	$1,000,000
Cost Sharing or Matching Requirement:	No	**Award Floor:**	$1

Eligibility

Eligible Applicants:	Unrestricted (i.e., open to any type of entity above), subject to any clarification in text field entitled "Additional Information on Eligibility"
Additional Information on Eligibility:	The program seeks and develops projects collaboratively with partners, including but not limited to: State and local agencies, Tribes, non-governmental organizations, other Federal agencies, and private landowners. Additional requirements and geographic restrictions apply to FRIMA funded projects. See website for more information.

Additional Information

Agency Name:	Fish and Wildlife Service

Description: The National Fish Passage Program (NFPP) provides technical and financial assistance to partners to remove instream barriers and restore aquatic connectivity, improve community safety, and support local economies. Fish passage projects benefit communities by reducing flood risk, improving recreational opportunities, and improving roads while supporting native fish populations and aquatic ecosystems. NFPP project examples include obsolete and dangerous infrastructure removals, culvert replacements, floodplain restoration, and the installation of fishways. It is estimated that for every $1 million invested by the program, $1.5 million in value is added to the economy.The program is delivered through U.S. Fish and Wildlife Service (Service) field offices nationwide. Local Service staff work with partners to identify and implement projects. Projects are based on sound science, advance the Service mission, and promote aquatic connectivity. Contact a regional NFPP Coordinator in your area for information about program priorities and the application process.The Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026, allocated $15 million for the National Fish Passage Program, of which $5 million is designated for implementing the Fisheries Restoration and Irrigation Mitigation Act (FRIMA) (Public Law 106-502) of 2000.

Link to Additional Information:

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:
Alexander Jones
alexander_c_jones@fws.gov

alexander_c_jones@fws.gov

Similar Opportunities (identified by AI)

G27AS00085 G27AS00079 G27AS00073 NOAA-NMFS-HCPO-2026-33781 NOAA-NMFS-FHQ-2027-33398

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Lowndes

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Of Counsel
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2101 Indian River Boulevard, Suite 200, Vero Beach, FL 32960
T: 772-907-5015 | F: 772-231-4430
MAIN NUMBER: 407-843-4600

MERITAS® LAW FIRMS WORLDWIDE

IRMCD TITLE SEARCH ANALYSIS MEMORANDUM

TO: Indian River Mosquito Control District

FROM: Paul R. Amos, Of Counsel, Lowndes

DATE: November 9, 2026

RE: District Easement Rights on or Adjacent to Lot 17, Beachside Subdivision, 2120 W. Beachside Lane, Vero Beach, Florida 32963 (Parcel ID 33-40-34-00005-0000-00017.0)

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1. Purpose and Materials Reviewed

Indian River Mosquito Control District (the "District") is not acquiring Lot 17, Beachside Subdivision, according to the plat thereof recorded in Plat Book 14, Pages 9 and 9A, of the Public Records of Indian River County, Florida (the "Plat") (the "Property"). This memorandum instead reviews the title reports for the Property to identify what easement rights, if any, the District holds on or adjacent to the Property, how the current state of title affects those rights, and what steps the District should take to protect them. The reports reviewed are:

1. WFG National Title Insurance Company ALTA Commitment for Title Insurance No. 2866318FL-A, Lowndes File No. 0167006-213774, with a Commitment Date of August 18, 2026, at 8:00 a.m. (the "Commitment"). The Commitment shows the Proposed Insured as "To Be Determined" and the amount as $0.00; the District is not a party to it.
2. WFG National Title Insurance Company Property Information Report, Order No. 2864344FL-A, covering the Public Records from May 28, 2021 through August 13, 2026 at 8:00 a.m. (the "WFG Report").
3. American Government Services Corporation Property Information Report, AGSC File No. 34664, dated October 7, 2026, reflecting a fifty-year ownership search and a twenty-year judgment search

through October 5, 2026, at 8:00 a.m. (the "AGS Report"), together with the recorded instruments attached to it.

None of these reports is a title opinion, and each limits the issuer's liability to its named recipient. The available copy of the Plat attached to the AGS Report is partly illegible, which limits the conclusions that can be drawn about the precise location of the platted easements.

2. Summary of Conclusions

- The District's rights on or near the Property arise solely from dedications on the Plat. None of the reports discloses any separately recorded easement, grant, or other instrument in favor of the District.
- The Plat grants the District three rights: (1) a mosquito control access easement for pedestrian access and observation; (2) a flooding and access easement over all property west of the current or future jurisdictional line, for flooding of the existing mosquito impoundment area; and (3) a right, shared with other public authorities, to use the subdivision streets.
- Based on the reports, no District easement is shown to lie on Lot 17 itself. The AGS Report concludes that the mosquito control easement "does not appear to affect subject property." The District's street use right applies to West Beachside Lane, which adjoins the front of Lot 17, and the flooding and access easement and Tract C may adjoin the rear of the lot. These location questions can be resolved only by survey.
- The District's plat easements appear to be secure as a matter of title. The Plat was joined by the then mortgagee, no current mortgages or liens were found, and the Master Declaration (defined in Section 5.2) does not purport to diminish easements dedicated to public authorities.
- The principal practical risks are (a) uncertainty about the easement area because the U.S. Army Corps of Engineers jurisdictional line on the Plat appears to have expired, and (b) future construction on this vacant lot by the new owners encroaching on or obstructing a District easement area.

3. Current Ownership of the Servient Land

Record fee simple title to Lot 17 is vested in Andrew Kelley and Christine Kelley, his wife (together, the "Kelleys"), under a Warranty Deed dated and recorded June 30, 2026 in O.R. Book 3871, Page 1092, from David Strawderman, individually and as Trustee of the David Lee Strawderman Trust Agreement dated April 5, 2022, and Kay Strawderman a/k/a Karen Phylina Strawderman. The recorded sale price was $530,000. The Kelleys' tax roll mailing address is 223 Marlberry Circle, Jupiter, Florida 33458. The Property is a vacant 0.48-acre lot zoned RS-3, so it is likely to be developed by the new owners.

All conveyances in the chain since the Plat was recorded take subject to the Plat dedications. The 2026 Warranty Deed excepts only taxes accruing after December 31, 2025, but a general warranty given by a

private grantor does not affect easements previously dedicated to the public on a recorded plat; the deed simply allocates risk between the Strawdermans and the Kelleys. The Kelleys therefore hold title subject to the District's platted rights wherever those rights are located.

4. The District's Platted Rights

4.1 Right to Use the Subdivision Streets (Adjacent to the Front of Lot 17)

The Plat provides that "all public authorities, including but not limited to police, fire, ambulance, and mosquito control shall have the right to use" the subdivision streets. The streets are private and are the perpetual maintenance obligation of Beachside Homeowners' Association, Inc. (the "Association"). Lot 17 fronts West Beachside Lane, so the District holds a platted right to use the street immediately adjacent to the front line of the lot. This is a right over the street, not over the lot.

The Contractors and Subcontractors Rules attached to the Master Declaration (defined in Section 5.2) state that "NO ONE will be admitted by Association without a properly issued pass." Although those rules are directed at contractors, the subdivision is gated, and the District should confirm with the Association that District personnel and vehicles will be admitted when exercising the platted right of use.

4.2 Flooding and Access Easement West of the Jurisdictional Line (Potentially Adjacent to the Rear of Lot 17)

The Plat dedicates "all property lying west of the current or future jurisdictional line" as a flooding and access easement to the District "for flooding of the existing mosquito impoundment area." The legible Plat text also states that the flooding elevation in the conservation area "shall not exceed EL. 2.0 MSL." Three features of this dedication bear on Lot 17:

- The easement area is defined by a line, not by lots or tracts. Lot 17 lies on the west side of the subdivision, so whether any part of the lot lies west of the line is a survey question that the reports do not answer.
- The dedication refers to the "current or future" jurisdictional line. If the line was intended to move with future agency determinations, the easement area could shift toward or onto the rear of the west side lots. The AGS Report states that the U.S. Army Corps of Engineers jurisdictional line on the Plat "appears to have expired under own terms," and nothing new was found of record. If the line has expired with no replacement, the boundary of the District's easement is uncertain. The District should decide whether it relies on the line as originally platted and, if so, document that position.
- The easement serves the District's existing mosquito impoundment. The District should confirm from its own records whether the impoundment is still operated and whether it abuts Lot 17, because that determines how important it is to protect this easement against encroachment.

4.3 Mosquito Control Access Easement

The Plat dedicates a mosquito control access easement to the District "for pedestrian access and observation." The AGS Report concludes that the easement "does not appear to affect subject property." I accept that conclusion for purposes of this memorandum, but the legible copy of the Plat does not allow me to confirm the easement's route or whether it runs along a boundary of Lot 17 or an adjoining lot. The District's records or surveyor should confirm its location.

4.4 Tract C and Other Adjoining Platted Areas

The Property Appraiser map attached to the AGS Report labels "Tract C" in the vicinity of Lots 14 through 19, and the Plat drawing shows drainage and utility easement labels (including a 20 foot drainage easement and a 10 foot easement) near Lots 17, 18, and 19. Tract C is a maintenance obligation of the Association, and the 2006 Affidavit Confirming Error on Recorded Plat (O.R. Book 2093, Page 1117) corrected the lengths of its north and south lines. The legible portions of the Plat do not establish whether Tract C is the impoundment area, the conservation easement area, or the land west of the jurisdictional line, or whether it abuts the rear of Lot 17. Because Tract C is the most likely location of any District flooding or access rights adjoining Lot 17, its relationship to the lot should be confirmed. The drainage and utility easements on or along Lot 17 run to the County and utility providers rather than to the District.

5. Matters of Record Affecting the District's Rights

5.1 Priority of the Plat Dedications

The Plat was executed by 1810 Development Corp. as fee owner, and Margaret L. Oweida, the holder of the mortgage then encumbering the land, joined in and consented to the dedications. The dedications therefore are not subject to being cut off by foreclosure of that mortgage. The reports disclose no mortgage, judgment, or other lien currently encumbering Lot 17, so there is no present lien that could threaten the District's rights.

5.2 Beachside Master Declaration

The Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision (the "Master Declaration") (O.R. Book 998, Page 2864, as amended and as revived on April 21, 2026 in O.R. Book 3854, Page 899) postdates the Plat and does not purport to limit easements dedicated to public authorities. Several of its provisions support the District's position:

- Article XIII provides that within platted easements "no structure, planting or other material shall be placed or permitted to remain" that may interfere with utilities or drainage or "which are or may be prohibited by the public authority to whom said easements has been given," and requires the lot owner to maintain the easement area of the lot continuously.

- Article VII requires Architectural Review Committee approval before any improvement is constructed on a lot, including fences, pools, landscaping, and changes in grade. This review process is a practical point at which the District could ask the Association to require that plans for Lot 17 respect any District easement area.
- Article IV, Section 10 exempts from Association assessments property "to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use."

The Plat itself also provides that no construction, trees, or shrubs may be placed in easements without County approval. These provisions are enforceable by the Association and the County and reinforce, rather than replace, the District's own rights as the holder of its easements.

5.3 Other Recorded Instruments to Review

The Commitment lists a Declaration of Covenant recorded in O.R. Book 2806, Page 1482 that the AGS Report does not mention and that was not provided with the reports. Because it may affect easement areas in the subdivision, the District should obtain and review a copy. The reports also differ on the recording page of the Kelleys' deed (the AGS Report cites Page 1692, but the recorded deed bears Page 1092); this does not affect the District's rights but should be noted if the District refers to the deed in any correspondence or instrument.

6. Recommendations

1. Confirm from District records, and if needed by survey, the location of the mosquito control access easement, the jurisdictional line and the flooding and access easement west of it, and Tract C relative to Lot 17, and whether any part of a District easement lies on the lot.
2. Confirm the operating status of the mosquito impoundment served by the flooding easement, and decide whether the District relies on the jurisdictional line as originally platted. If the location of the easement area is uncertain and the District needs it to include or adjoin Lot 17, consider asking the Kelleys for a confirmatory easement describing the area by metes and bounds.
3. If any District easement lies on or along Lot 17, send the Kelleys and the Association a letter identifying the easement and its recording reference, and ask the Association to condition Architectural Review Committee approval of any plans for Lot 17 on avoiding the easement area.
4. Confirm with the Association that District personnel and vehicles will be admitted through the security gate when exercising the platted right to use the subdivision streets.
5. Obtain and review the Declaration of Covenant recorded in O.R. Book 2806, Page 1482 to determine whether it affects any District easement.

Please let me know if the District would like me to prepare the letter to the Kelleys and the Association or a confirmatory easement.

Sincerely,

Paul R. Amos

Paul R. Amos

PRA/mf

WFG National Title Insurance Company
a Williston Financial Group company

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5e:

Issuing Agent:	**«RESWARE_SP_GetPartnerName_Title»**
Issuing Office:	**«RESWARE_SP_GetPartnerAddress_Title»**
	«RESWARE_SP_GetPartnerCityStateZip_Title»
ALTA Universal ID:	**«RESWARE_SP_GetPartnerNMLSID_Title»**
Loan ID Number:	**«RESWARE_CD_Loan»**
Commitment Number:	**«RESWARE_SP_GetFileNumber_1»**
Issuing Office File Number:	**«RESWARE_SP_GetClientsFileNumber_1»**
Property Address:	**«RESWARE_SP_GetPropertyAddressFull_1»**
Revision Number:	**«RESWARE_SP_CF_Supplemental»**

SCHEDULE A

1. Commitment Date: **«RESWARE_SP_GetSearchDataCommitmentEffDate_1» at 8:00 a.m.**
2. Policy or Policies to be issued:

«RESWARE_SP_GetSearchDataScheduleAMultipleOwnersAZNVWFG_1»«RESWARE_CD_FL»**«RESWARE_SP_GetSearchDataScheduleAMultipleLoansAZNVWFG_1»**«RESWARE_CD_FL»

3. The estate or interest in the Land at the Commitment Date is «RESWARE_CD_Estate».
4. The Title is, at the Commitment Date, vested in:

   «RESWARE_SP_GetSearchDataVesting_1» and, as disclosed in the Public Records, has been since «RESWARE_SP_GetSearchDataChainOfTitleRecorded_1»

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Issued through the office of:
«RESWARE_SP_GetPartnerName_Client_1»
«RESWARE_SP_GETPARTNERADDRESS_CLIENT_1»
«RESWARE_SP_GETPARTNERCITYSTATEZIP_CLIENT_1»

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
Steve Ozonian, President/CEO

ATTEST: _____
Joseph V. McCabe, EVP/General Counsel/Secretary

WFG NATIONAL TITLE INSURANCE COMPANY INCORPORATED 1974 FLORIDA

_____
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT "A"
LEGAL DESCRIPTION

«RESWARE_SP_GetSearchDataLegal_1»

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I

REQUIREMENTS

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. «RESWARE_SP_GetSearchDataLiensExceptSubcategoryAPWFG_4_1»

«RESWARE_SP_GetSearchDataLien_NOTES»
«RESWARE_SP_GetSearchDataLien_INFORMATIONAL»
«RESWARE_SP_GetSearchDataLien_NOTES-FREE»
«RESWARE_SP_GetSearchDataLien_Cornerstone»

END OF REQUIREMENTS

INFORMATIONAL NOTES

NOTE 1: All of the recording information contained herein refers to the Official Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE 2: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

NOTE 3: In accordance with Florida Statutes Section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting WFG National Title Insurance Company, 12909 SW 68th Parkway, #350, Portland, OR 97223 Telephone number (800-334-8885)

NOTE 4: A search commencing with the effective date hereof will be performed prior to closing this transaction. If this search reveals an objection or title defect, an endorsement will be issued requiring that said objection or defect be cleared before closing. Item 1 of Schedule B-II (GAP Exception) will be deleted pursuant to Sec. 627.7841, F.S.

NOTE 5: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

End of Schedule B-I

SCHEDULE B, PART II

EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any rights, interests or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
6. Taxes and assessments for the year «RESWARE_SP_GetTaxYearPlusOneWFG_0_1» and subsequent years, which are not yet due and payable.
7. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land.
9. «RESWARE_SP_GetSearchDataRestrictions_-2_1»

End of Schedule B-II

WFG National Title Insurance Company
a Williston Financial Group company

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Commitment To Issue Policy

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issued through the office of:
«RESWARE_SP_GetPartnerName_Client_1»
«RESWARE_SP_GETPARTNERADDRESS_CLIENT_1»
«RESWARE_SP_GETPARTNERCITYSTATEZIP_CLIENT_1»

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
Steve Ozonian, President/CEO

ATTEST: _____
Joseph V. McCabe, EVP/General Counsel/Secretary

WFG NATIONAL TITLE INSURANCE COMPANY INCORPORATED 1974 FLORIDA

_____
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements;
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

i. comply with the Schedule B, Part I—Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

WFG National Title Insurance Company
a Williston Financial Group company

PROPERTY INFORMATION REPORT

Client: Lowndes, Drosdick, Kantor & Reed, P.A.
Address: 2101 Indian River Boulevard, Suite 200
Vero Beach, FL 32960

Order No.: 2864344FL-A
Property Address: 2120 W Beachside Lane, Vero Beach, FL 32963

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of **Indian River** County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **May 28, 2021** through **August 13, 2026 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

LOT 17, BEACHSIDE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 9, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Andrew Kelley and Christine Kelley, his wife

The following liens against the said real property recorded in the aforesaid Public Records have been found:

None of Record.

NOTE: 2025 real property taxes show Paid. Amount Paid was $4,591.54 and gross tax amount is $4,733.55 for Tax Identification No. 33-40-34-00005-0000-00017.0.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

NOTICE

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.

Paul Amos
Lowndes
2101 Indian River Blvd., Suite 200
Vero Beach, FL 32960
Direct: 772-907-5015
Email: Paul.Amos@lowndes-law.com

October 7, 2026

AGSC File No.: 34664
Project: Beachside Subdivision

PROPERTY INFORMATION REPORT

Pursuant to your request, we have made a search of the Official Records of Indian River County, Florida, through October 5, 2026 at 8:00 a.m. for LOWNDES, pertaining to that real property which is more particularly described as follows:

Lot 17, Beachside Subdivision, according to the map or plat thereof as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.

1. **Owner(s) of record: Andrew Kelley and Christine Kelley, his wife**

   By: Warranty Deed From: David Strawderman, a single man, individually, and as Trustee of the David Lee Strawderman Trust Agreement dated April 5, 2022, and Kay Strawderman a/k/a Karen Phylina Strawderman, a single woman
   Dated: June 30, 2026 Filed and Recorded: June 30, 2026
   In Official Records Book: 3871 Page: 1692

2. **Based on a Fifty-Year ownership search and a Twenty-Year judgment search of the public records, we have found the above-described property to be subject to the following liens, encumbrances and other matters of public record:**

   1. Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision dated November 30, 1993 and recorded December 7, 1993 in Official Records Book 998, Page 2864; Amendments recorded in Official Records Book 1091, Page 2306, Official Records Book 2636, Page 618 and Official Records Book 2656, Page 2378; Revived Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision recorded in Official Records Book 3854, Page 899.

2. Matters as set forth on the Plat of Beachside Subdivision recorded in Plat Book 14, Page 9.

   Note: Mosquito Control Easement referenced on said plat does not appear to affect subject property.

   Note: US Army Corp Jurisdictional Line on said plat appears to have expired under own terms. Nothing new found of record.

   Note: Affidavit Confirming Error on Recorded Plat of Beachside Subdivision recorded in Official Records Book 2093, Page 1117.

3. Reservations as may have been issued by the Trustees of the Internal Improvement Trust Fund:

None

Note: All of the above instruments are recorded in Indian River County, Florida, unless otherwise noted.

4. Taxes:

Tax Parcel ID Number: 33403400005000000017.0
Gross amount of Taxes for 2025: $4,733.55
Current assessment: $336,932.00
Homestead exemption was not filed in 2025.
Delinquent Taxes: None

Name and Mailing Address as listed on Tax Roll:
Andrew Kelley and Christine Kelley
223 Marlberry Circle
Jupiter, FL 33458

Certification:

AS TO THE ORIGINAL SEARCH REPORT:

The undersigned hereby certifies that the foregoing PROPERTY INFORMATION REPORT reflects a comprehensive search of the Public Records of Indian River County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting the lands.

American Government Services Corporation assumes no responsibility for any defects or omissions in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments void.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or missions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

COUNTERSIGNED: WmcA

AMERICAN GOVERNMENT SERVICES CORPORATION
3812 W. LINEBAUGH AVENUE
TAMPA, FL 33618
813-933-3322

34664

Indian River County, FL

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classificiations.

Parcel Summary

Parcel ID	33403400005000000017.0
Prop ID	102670
Location Address	2120 W BEACHSIDE LN VERO BEACH, FL 32963
Subdivision	BEACHSIDE SUBDIVISION
Neighborhood	City limits excl Mooring (090060.00)
Market Area	09
Property Use Code	(0000) Vac Res,MH,MFam,POI,AgZN
Township/Range/Section	33-40-34
Tax District	7- COUNTY- NO SEBASTIAN INLET
Millage Rate	14.049
Acreage	0.48
Homestead	N

View Map | Driving Directions (Google Maps)

Legal Description

(The description below is not to be used on legal documents.)

BEACHSIDE SUBDIVISION PBI 14-9 LOT 17

Owner Information

Primary Owner
Kelley Andrew
223 Marlberry Cir
Jupiter, FL 33458
Additional Owner
Kelley Christine
223 Marlberry Cir
Jupiter, FL 33458

Homestead Application

Homestead Application

Change of Address Application

Change of Address Application

Valuation

Assessed Year	2025	2024	2023	2022	2021
Improvement Value	$0	$0	$0	$0	$0
Land Value	$336,932	$336,932	$336,932	$320,362	$254,080
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$336,932	$336,932	$336,932	$320,362	$254,080
Assessed Value	$336,932	$336,932	$336,932	$320,362	$242,609
TaxableValue	$336,932	$336,932	$336,932	$320,362	$242,609
Maximum Save Our Homes Portability	$0	$0	$0	$0	$11,471
Taxes	$4,733.55	$4,744.39	$4,690.52	$4,493.57	$3,598.47

Historical Valuation

Land Information

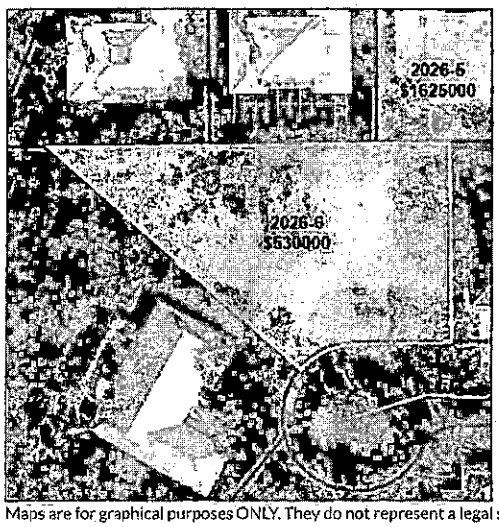
Code	Land Use Desc	Amenity	Acres	Square Feet	Act. Frontage	Eff. Frontage	Depth	Zoning
E	V Res-SF Zond; Singl Site	T - Typical interior site	0.48	20908.8	94.13	138.26	120.02	RS-3

Sales

Sale Date	Sale Price	Instrument	Instrument Description	Book	Page	Vacant/Improved	Grantor	Link to Official Records
6/29/2026	$530,000	WD	Warranty Deed	3871	1092	Vacant	STRAWDERMAN DAVID (TRS);STRAWDERMAN KAY	Download
4/5/2022	$100	QC	Quit Claim	3528	2271	Improved	STRAWDERMAN DAVID;STRAWDERMAN KAY	Download
5/28/2021	$230,000	TR	Trustee Deed	3428	604	Vacant	MCCARTHY GUSTAV JOSEPH (TRS)	Download
12/28/2020	$100	WD	Warranty Deed	3372	1992	Improved	MCCARTHY JOSEPH W (CO-TR) & GLORIA A (CO-TR);MCCARTHY JOSEPH WALTER	Download
2/9/2017	$100	WD	Warranty Deed	3002	1364	Improved	MCCARTHY JOSEPH WALTER	Download
7/1/2004	$262,000	WD	Warranty Deed	1763	2187	Vacant	BROCKWAY RICHARD C ELKE (1/2)	Download
4/1/2002	$82,000	WD	Warranty Deed	1484	963	Vacant	WAGNER DAREEN	Download
5/1/1996	$42,000	WD	Warranty Deed	1103	403	Vacant	1810 DEVELOPMENT CORP	Download

Permit Search

Map



Maps are for graphical purposes ONLY. They do not represent a legal survey. While every effort has been made to ensure that this data is accurate and reliable within the limits of the current state of the art, Indian River Property Appraiser cannot assume liability for any damages caused by an errors or omissions in the data, nor as a result of the failure of data to function on a particular system. Indian River Property Appraiser makes no warranty, expressed or implied, nor does the fact of distribution constitute such a warranty. For the definitive description of real property, consult the deed recorded in the County Clerks Office.

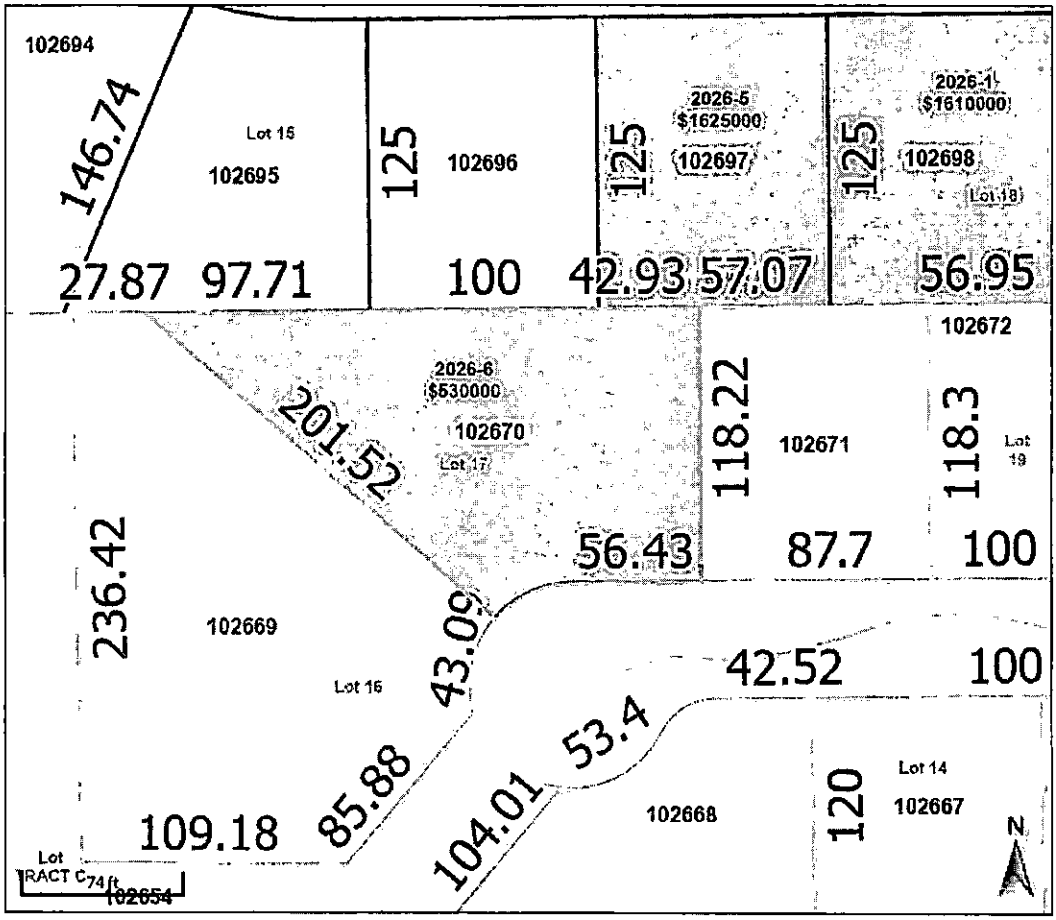
Additional GIS Maps

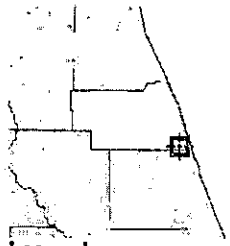
Comp Search (Vacant)

Start Comp Search

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Sketches, Photos, Comp Search (Residential), Comp Search (Commercial).

Indian River County, FL





Legend

- Parcels
- Street Centerlines
- Lots and Units
- Govt Lot Lines

Drainage ROW

- Canal
- Ditch
- Lateral
- Sub-Lateral
- Sebastian River Floodplain
- Municipal Boundaries 2
- IRC_Private_Schools

Government Facilities

- FEDERAL GOVERNMENT
- COUNTY GOVERNMENT
- LOCAL GOVERNMENT
- SCHOOL
- HOSPITAL
- FIRE STATION
- LAW ENFORCEMENT
- STATE PARK
- COUNTY PARK
- CITY PARK
- BOAT RAMP
- CANOE LAUNCH
- CANOE LANDING

Golf Courses

- 2026 Sales

Parcel ID	33403400005000000017.0	**Prop ID**	102670	**Owner**	KELLEY	**Last 2 Sales**			
Sec/Twp/Rng	34-33-40	**Class**	0000 - Vac	**Address**	ANDREW	**Date**	**Price**	**Instr Type**	**Qual**
Property	2120 W BEACHSIDE LN		Res,MH,MFam,POI,AgZN		223	6/29/2026	$530000	Qualified - 02	Q
Address	VERO BEACH	**Acreage**	0.48		MARLBERRY				
					CIR	4/5/2022	$100	Unqualified - 11	U
					JUPITER, FL				
					33458	Plat Book Link			

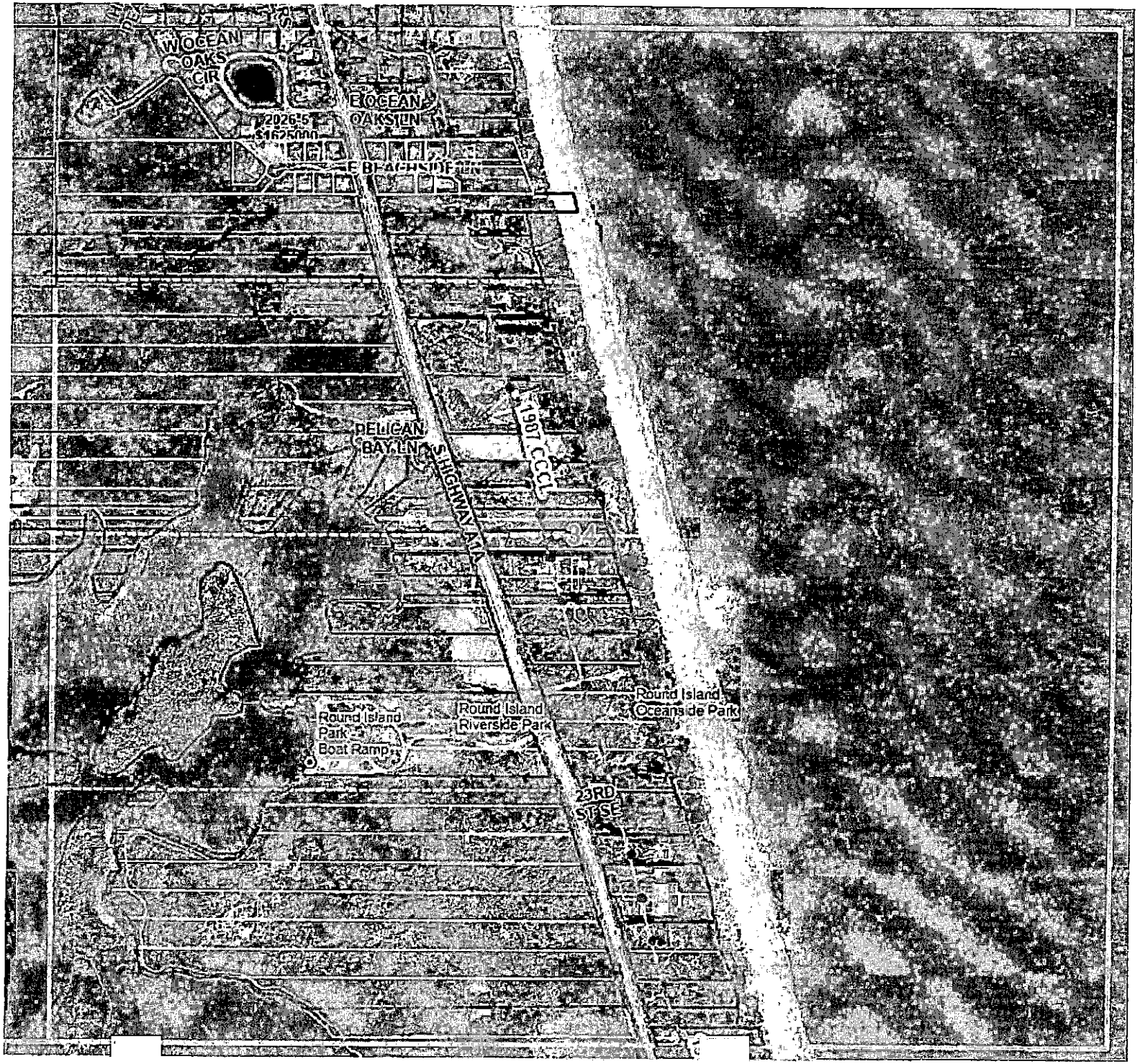
District 7- COUNTY- NO SEBASTIAN INLET

Brief Tax Description BEACHSIDE SUBDIVISION PBI 14-9 LOT 17

NOTE: NOT TO BE USED ON LEGAL DOCUMENTS

Date created: 8/31/2026
Last Data Uploaded: 8/31/2026 9:01:36 AM

Developed by SCHNEIDER GEOSPATIAL


W OCEAN
OAKS
CIR
E OCEAN
OAKS LN
2026'5
$1625000
E BEACHSIDE LN
PELICAN
BAY LN
S HIGHWAY A1A
1987 CCCL
Round Island
Park
Boat Ramp
Round Island
Riverside Park
Round Island
Oceanside Park
23RD
ST SE

3120260031302 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3871 PG: 1092, 6/30/2026 3:06 PM D DOCTAX PD $3,710.00

This instrument prepared by and return to:
Kenneth D. Baxter, Esq.
Law Offices of Krause & Baxter
9555 N. Kendall Drive Suite #202
Miami, Florida 33176
Property Appraisers Parcel Identification
(Folio) Number(s): 33-40-34-00005-0000-00017/0

WARRANTY DEED

THIS INDENTURE, made this 30th day of June, 2026,

BETWEEN **David Strawderman, a single man, individually, and as Trustee of the David Lee Strawderman Trust Agreement dated April 5, 2022, and Kay Strawderman a/k/a Karen Phylina Strawderman, a single woman**, of 8211 S.W. 170 Terrace, Palmetto Bay, FL 33157 (as to David Strawderman) and 2140 W. Beachside Lane, Vero Beach, FL 32963 (as to Kay Strawderman), hereinafter Grantor*, to **Andrew Kelley and Christine Kelley, his wife,** of 223 Marlberry Circle, Jupiter, FL 33458, hereinafter Grantee*,

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN and NO/100**********($10.00)********** Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida, to-wit:

Lot 17, Beachside Subdivision, according to the plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first written above.

Signed, sealed and delivered in our presence:

#1_____
Printed Name: Kenneth D. Baxter
Address: 9555 N. Kendall Drive Suite 202
Miami, FL 33176

_____(Seal)
David Strawderman

#2_____
Printed Name: Angela Rivero
Address: 9555 N. Kendall Drive Suite 202
Miami, FL 33176

****

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence this 24 day of June, 2026, by David Strawderman, individually, and as Trustee of the David Lee Strawderman Trust Agreement dated April 5, 2022, who is personally known to me.

_____
Notary Public, State of Florida

KENNETH D. BAXTER
MY COMMISSION # HH 768933
EXPIRES: March 29, 2030

NotaryCam Doc ID: c65c1c82-c54f-4916-8bb5-245f83a02a95

Signed, sealed and delivered in our presence:

#1 Melizza C Ford
Printed Name: Melizza C Ford
Address:
3701 Capt Wendell Pruitt Way, Fort Washington, MD 20744

#2 [signature]
Printed Name: Michael A. Nunez
Address:
3601 SW 75 AVE, Miami, FL 33155

Kay Strawderman (Seal)
Kay Strawderman

****

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of online remote notarization this 26 day of June, 2026, by Kay Strawderman, who produced Florida DL ____ as identification.

[signature]
Notary Public Michael A. Nunez
State of Florida

MICHAEL A NUNEZ
Notary Public - State of Florida
Commission # HH 429794
My Comm. Expires Oct 31, 2027

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: c65c1c82-c54f-4916-8bb5-245f83a02a95

3120260031303 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3871 PG: 1094, 6/30/2026 3:06 PM

This instrument prepared by and return to:
Kenneth D. Baxter, Esq.
Law Offices of Krause & Baxter
9555 N. Kendall Drive Suite #202
Miami, Florida 33176

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared **David Strawderman**, who after being duly cautioned and sworn, did depose and say:

1. That I am the Trustee of the following trust:

David Lee Strawderman Trust Agreement dated April 5, 2022

2. That the said Trust remains in full force and effect and has not been revoked, modified or amended during the period of ownership of the above described real property.

3. The following described real property constitutes an asset of the Trust:

Lot 17, Beachside Subdivision, according to the plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.

4. That I, as Trustee, under said Trust, have full power and authority to convey the above-described property. Nothing in the Trust document prohibits or restricts the trustee from conveying the above described property.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYS NOT

David Strawderman

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to, subscribed to, and acknowledged before me by means of physical presence this 29 day of June, 2026 by Strawderman, who is [x] personally known to me or who [ ] presented _____ as identification.

Notary Public
State of Florida

KENNETH D. BAXTER
MY COMMISSION # HH 768933
EXPIRES: March 29, 2030

330.00 REC

Return to: Samuel A. Block, P.A., 2127 Tenth Avenue, Vero Beach, Florida, 32960

Samuel A. Block, P.A.
2127 TENTH AVENUE
VERO BEACH,
FLORIDA
32960
TELEPHONE
(407) 562-1600
TELEFAX
(407) 562-1740

816635

96 DEC -7 PM 3:56

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

THIS DECLARATION, made on the date hereinafter set forth by 1810 DEVELOPMENT CORP., its successors or assigns, hereinafter referred to as "DEVELOPER",

WITNESSETH THAT:

WHEREAS, Developer holds the fee simple title to the real property described in Article II of this Declaration and desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservations of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners, and

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

OR0998PG2864

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

ARTICLE I

DEFINITIONS

Section 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the properties as common properties, and any roads, ocean access ways, and the entry way to the subdivision shown on the plat.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties with the exception of common properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to a lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title

Samuel A. Block, P.A.
2127 TENTH AVENUE
VERO BEACH,
FLORIDA
32960
TELEPHONE
(407) 562-1600
TELEFAX
(407) 562-1740

OR0998PG2865

pursuant to foreclosure or in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(h) "Developer" shall mean and refer to 1810 DEVELOPMENT CORP., or

(i) Any person or entity who succeeds to the title of Developer to all or a portion of the properties by sale or assignment of all of the interest of the Developer in the properties, if the instrument of sale or assignment expressly so provides, or

(ii) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-Laws of the Association.

(i) "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.

(j) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

The real property which is and shall be held, transferred,

Samuel A. Black, P.A.
2127 TENTH AVENUE
VERO BEACH,
FLORIDA
32960
TELEPHONE
(407) 562-1600
TELEFAX
(407) 562-1740

OR0998PG2066

sold, conveyed and occupied subject to this Declaration is located in the County of Indian River, Florida, and is more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot or living unit which is subject to covenants of record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Call A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit which is owned by more than one person.

Class B: The Class B member shall be Developer. The Class B member shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by Section 1 until such unit is first sold, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or

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(b) on December 31, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot or living unit in which it holds the interests required for membership under Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or living unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or maintenance charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the assessment become due and payable.

The Developer shall not be obligated to pay any assessments or maintenance charges until it changes its status from a Class B member to a Class A member as outlined in Article III above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of the Association and for promoting the health, safety, and welfare of the residents of the properties including the maintenance and improvement of the common properties entry way, ocean access way, security gate, the roads, streets and rights of way, the payment of taxes thereof and such other purposes as may be

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decided by the Association.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment for each lot in the properties shall be payable quarterly, in advance.

(a) The maximum annual assessment for each calendar year shall be established by the Board of Directors and may be increased without approval by the membership by an amount not be exceed the (10%) percent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of those members who are entitled to vote at a duly called meeting of the members. Notice shall be given to all members of the proposed increase not less than then (10) days prior to the meeting.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit or lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the common properties, including the necessary fixture and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each of these members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein as specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of those members who are entitled to vote and are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum of any Action Authorized Under Section 4 and Section 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those members who ar entitled to vote shall constitute a quorum.

Section 7. Date of Commencement of Annual, Quarterly and Special Assessments. The annual assessments provided for shall commence as to all lots on the first day of the month following conveyance by the Developer. One-fourth (1/4) of the annual assessment shall be payable to the Association on the first day of each quarter. Quarterly periods of each year shall be on January 1st, April 1st, July 1st and October 1st. The first annual assessments shall be made for the balance of the calendar year, and the first quarterly payment shall become due and payable on the first day of the next quarter.

Annual and quarterly assessments shall be prorated between the Owners and the Association based upon the date of the deed of conveyance to the Owner expect that, prorations shall be made as of the first day of the month following conveyance from the Developer.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such

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assessment.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. (The personal obligation of the then Owner to pay such assessment shall pass to the Owner's successors in title.)

If the quarterly portion of the assessment is not paid within thirty (30) days after the date when due, the full annual assessment shall become at once due and payable without notice, and the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessments as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action including attorney's fees and costs on appeal.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the line of any mortgage or mortgages now or hereafter placed on the properties subject to assessment; provided, however, that such subordinate shall apply only to the assessments which have been due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment there-

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after becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties as defined in Article I, Section 1, hereof.

ARTICLE V

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance it shall in writing give notice to the Owner of a specific lot the reasons why the Association intends to provide maintenance and the Owner shall have fifteen (15) days to provide the required maintenance at Owner's cost. If the Owner does not provide the necessary exterior maintenance, then the terms of this Article shall apply.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall be considered part

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of the annual or special assessments. Any exterior maintenance assessment shall be a line on the lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, and provided for in the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

ARTICLE VI

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties shown on the plat and any roads, ocean access ways, and the entry way to the subdivision, and such easement of enjoyment shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the common properties until such time as the improvements thereon have been completed and until such times as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties of development to the Association, free and clear of all liens and encumbrances, at such time as Class A members are in full control of the Association.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

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(a) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed fifteen (15) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3) majority of all of the members of the Association entitled to vote. Notice of any such meeting shall be given to every member not less than ninety (90) days in advance of the meeting.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvements or structure of any kind including without limitation any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Criteria of the Association, attached hereto as Schedule "C" and made a part hereof, as the same may from time to time be adopted and amended.

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Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

Section 3. Powers and Duties of the ARC. The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Guidelines. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Developer Conveyance to Association. Developer shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as in the sole judgment of Developer such Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been Developer.

Section 5. Damage Deposit. The Board of Directors shall establish a damage deposit to be collected at the time of final plan review by the ARC. Such deposit shall be held in a non-interest bearing account in favor of the builder by the Board until notification from the ARC of completing of all improvements covered by the deposit. Upon recommendation of the ARC, the deposit shall be refunded keeping such amount as may be necessary to defray the cost of repairing the damage to common properties or Association properties incurred as a result of that construction.

No provision of this paragraph shall exempt the lot Owner from special assessments over and above the damage deposit.

Section 6. Contractors and Subcontractors Rules and

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Regulations. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations, a copy of which is attached hereto as Exhibit "B", as the same may from time to time be amended.

Section 7. Final Approval by ARC. All Final Approvals by the Architectural Review Committee or Developer, as applicable in this Article, shall be consistent with the restrictions contained in Article XVI.

ARTICLE VIII

RESTRICTIONS

Section 1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose except that Developer may use one or more lots for sales offices or model homes, and further:

No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof.

No building or other improvements shall be erected, altered or improved upon any lot without the prior ARC approval thereof as elsewhere herein provided.

When the construction or any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

Section 2. Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows

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closed.

Section 3. Clothes Drying Area. There shall be no clothes lines or drying yards on any part of the property.

Section 4. Trucks and Other Vehicles. Only four-wheel passenger automobiles shall be parked upon any lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored or parked on the owner's property.

Section 5. Boats. No boats shall be allowed on the property. No boat house shall be permitted.

Section 6. Signs. No sign of any kind shall be displayed to the public view of any lot except for a sign displaying the word "OPEN". This sign shall not exceed four (4) square feet, any may be displayed during the time the homeowner or his designated representative is in attendance. The sign shall be subject to the approval of the ARC.

Section 7. Condition of Lots Prior to Construction. Vacant lots must be mowed and/or properly maintained.

Section 8. Condition of Lots. Upon construction of a dwelling, all owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other lots in the subdivision.

a) All lots must be mowed and property maintained to avoid unsightly appearance.

b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time.

c) In the event that any owner shall fail or refuse to keep his lot in accordance with this restriction, then after fifteen days written notice, the Association may enter upon said lot and remove the same at the expense of the owners, and such entry shall not be deemed a trespass.

d) Said expenses shall become a lien on the property and a

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personal expense of the owner.

e) No weeds, underbrush or other unsightly growth 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, including vacant lots. Each vacant lot must be mowed or underbrushed, regularly, and at no time may growth thereon exclusive of trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No oil or gas storage tanks shall be permitted above or below the surface of a lot except as such underground tanks required for heating, cooking or air conditioning.

Section 11. Alterations, Additions, Etc. All alterations, additions, etc. must be presented to ARC for approval prior to work's beginning on said improvements.

ARTICLE IX

ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or

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persons owning any real property situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving part in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

ARTICLE X

HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Developer, the Association and members thereof.

ARTICLE XI

EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certificates, in the public records of Indian River County, Florida.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded,

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after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

Section 2. Speed Limit. The BEACHSIDE speed limit is 15 M.P.H. All traffic directional signs are to be followed. Association has been directed to void the construction pass of violators.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended at any time from time to time by a vote of not less than two-thirds (2/3) percent of those voting (Class A and Class B), either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments.

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Amendments which may materially and significantly impede the Developer's ability to develop the BEACHSIDE SUBDIVISION, or its ability to sell improved or unimproved lots shall be submitted to the Developer for prior consent which it shall not unreasonably withhold. However, any amendments which would modify or terminate any right or reservations granted to the Developer in this Declaration must first be given written approval by the Developer.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property, must be approved by Indian River County.

Section 6. Usage. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XIII

EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility is

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reasonable.

ARTICLE XIV

DEFAULT

The Developer or other holder of any institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale, resulting from the foreclosure of said first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lots or chargeable for the former lot Owner which become due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all of the lot Owners on a pro-rata basis if the Association deems same necessary.

Any person who acquires an interest in a lot except through foreclosure of an "institutional first mortgage" or "mortgage held by the Developer" shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida or the Developer.

ARTICLE XV

SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or

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stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE XVI

COASTAL CONSTRUCTION CONTROL LINE

Section 1. Major Structures.

(a) All structures or improvements proposed seaward of the Costal Construction Control Line are subject to Chapter 16B-33, Florida Administrative Code, and will be required to obtain a permit from the Florida Department of Natural Resources (Department).

(b) Notwithstanding any provision currently contained in or subsequently amended to this Declaration to the contrary, the provisions of this Article shall inure to the benefit of the State of Florida and shall be enforceable by the Department. This Article shall not be terminated or altered in any respect without the written consent of the Department.

ARTICLE XVII

LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 30th day of November, 1993.

1810 DEVELOPMENT CORP.

Attest:

By: _____
Donald W. Forbes, President

_____
Edward Cassatly, Secretary

(Corporate Seal)

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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 acknowledgements, personally appeared Donald W. Forbes and Edward Cassatly, Jr., personally known to me, ~~or who produced~~ ~~xxxx

LEGAL DESCRIPTION

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 33 SOUTH RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN THENCE S 0°24'11" W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 600.02 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED.

FROM SAID POINT OF BEGINNING, RUN N 89°47'11" E, PARALLEL TO AND 600 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, 2340.58 FEET, TO A POST ON THE ATLANTIC OCEAN BEACH; THENCE MEANDERING THE ATLANTIC OCEAN BEACH, RUN S 14°50'30" E, 300.0 FEET, TO A CONCRETE MONUMENT; THENCE S 89°47'11" W, PARALLEL TO AND 889.99 FEET SOUTH OF THE AFORESAID NORTH LINE OF GOVERNMENT LOT 1, RUN 2419.46 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1, THENCE N 0°24'11" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 290.0 FEET, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A STRIP OF LAND 100 FEET IN WIDTH EXTENDING ENTIRELY ACROSS THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR STATE ROAD A-1-A; INCLUDING REPARIAN RIGHTS. CONTAINING 15.16 ACRES.

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Schedule "B"

CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. Prior to the start of construction, the contractors shall provide the Architectural Review Committee of Beachside Homeowners' Association, Inc. (Association) with an alphabetical list of the names of all personnel employed by them who will be connected with the named job. A list of all the subcontractors expected on the job is also to be provided. The purpose of this is to facilitate the issuance of the necessary passes and the control of same. Construction passes are only issued by Association and NO ONE will be admitted by Association without a properly issued pass.

Should there be a change of anyone's job status, the contractor is to notify the Association within 24 hours of such change and then submit a revised total list by the 25th day of each month until the job is completed. The purpose of this is to facilitate the issuance of renewal passes.

Should there be a need for more than one construction pass for any subcontractor, please advise their number along with the sub's name. This list should be submitted on regular 8½" x 11" stationery bearing the Contractor's letterhead, and it should show the lot number and owner's name.

2. There will be no job seekers or salespersons admitted to Beachside unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be turned away.

3. The Beachside speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security has been directly to void the construction pass of violators.

4. Contractors must confine their activities to the lot under construction. All vacant lots are private property and unless permission has been obtained, in writing, from the owner

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with a copy to Association, any use of such lots is prohibited. Association will not be responsible for vacant lots, but will call the proper authorities if trespassing is observed.

5. No fill, construction materials or trash may be dumped or stored on adjacent lots.

6. Construction sites must be kept neat. "Dumpster" type trash containers must be provided on the site not later than the beginning of the erection of the walls, and kept there until the house is complete. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.

7. No dogs will be permitted in Beachside other than those owned by Beachside property owners.

8. No contractor's or subcontractor's signs may be placed on construction sites.

9. Any damage to adjacent lots, especially swales, must be repaired by the contractor, regrated and reseeded.

10. Parking is permitted during construction on the road right-of-way. No overnight parking of vehicles or construction equipment is permitted without prior approval.

11. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent private properties will not be disrupted by construction.

12. Each contractor is to deposit with the Association, prior to the commencement of each project, the sum of $1,000.00 (cash or check), as a bond to afford protection for Association against damage to any utility installation, any common areas, or swales. Landscaping, pool and other contractors not under the general contractor shall deposit $500.00.

13. All contractors must carry liability insurance.

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14. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.

15. The Association reserves the right to deny the services of any contractor who previously has not been in compliance with the foregoing.

16. No radios, phonographs or tape decks are permitted.

17. NO construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Assocication. Work may not begin before 7:30 a.m. and all employees must be off Beachside by 5:30 p.m.

18. Heavy vibrating taping roller equipment may not be used for compacting fill.

19. Vehicles with noisy mufflers will not be admitted.

20. Turning around in property owner's driveways will not be permitted.

21. The following will also not be permitted: drinking of alcoholic beverages, firearms and fishing.

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ARCHITECTURAL CRITERIA

WHEREAS, it is the intention of the Developer, 1810 DEVELOPMENT CORP., that BEACHSIDE SUBDIVISION be developed into a community of single family homes of the highest quality.

THEREFORE, the Developer has appointed an Architectural Review Committee (ARC) comprised of a combination of property owners and paid professional consultants to evaluate proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and landscape and/or improvements, topography, and conformity with the restrictive covenants, criteria and procedures imposed by BEACHSIDE. The ARC shall, at its sole discretion, judge the adequacy of plans submitted and may reject any proposed construction or alteration or development for any reason including purely aesthetic reasons provided however that approval of plans shall not be unreasonably withheld.

The BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. through the Architectural Review Committee has the right and obligation to property owners to revise and upgrade the requirements commensurate with the ambience and values in a changing community.

These criteria reflect the current guidelines whereby the ARC shall evaluate improvements to property.

1. AUTHORSHIP OF PLANS. All building plans shall be fully dimensional and drawn and stamped by a Florida registered architect. The ARC has specific requirements as to what is acceptable in these plans.

2. Owners contemplating designing and building must first contact the ARC to obtain the forms required for the approval procedure, and to discuss qualified architects and builders.

3. PLAN COPIES REQUIRED.

a) Three copies of all plans for improvements shall be submitted. The ARC will note its approval or disapproval and comments on all three sets of plans and return two sets to the owner.

b) The ARC shall have 15 days to review plans when submitted in proper form but may request an additional 15 days extension for additional review.

4. SUBMITTAL REQUIREMENTS. All plans shall be submitted

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to the ARC in a form and manner acceptable to the Indian River County Building Department and shall include at a minimum the following: a) site plan of the lot showing existing contours and vegetation at a scale of not less than 1/8" = 1'0 scale. The site plan must show all existing improvements including utilities on the property and show all proposed construction including finish grade lines, footprint of the proposed structure, landscaping, walkways, pools, patios and decks. (Site plan must indicate how drainage will be handled.) b) Floor plans of the proposed structure at a scale of not less than 1/8" = 1"0 scale. c) Elevations of all four sides of the proposed improvements with additional details and elevations as may be necessary to fully illustrate the proposed construction at a scale of not less than 1/8" = 1'0 scale. d) Samples and colors for all exterior materials.

5. DURATION OF APPROVAL. Final approval of building, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee.

6. SINGLE FAMILY DWELLINGS ONLY. Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any lot. No free standing garages, outbuildings, sheds, barns or other structures shall be permitted except gazebos and cabanas. (See paragraph 24.)

7. INSPECTIONS. Improvements to any property will be inspected monthly by a professional representative of the ARC to assure conformity to the approved plans, and to these criteria, covenants and restrictions, and procedures. Landscaping will be final inspected upon completion. ARC shall not be responsible for local builder's code approval, etc.

8. BUILDER AND CONSTRUCTION APPROVAL. All builders or contractors must be licensed by the State of Florida and approved by the ARC. Any construction in BEACHSIDE by a builder or contractor, even though the builder or contractor has been approved by the ARC, which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or his assigns by purchasing property in BEACHSIDE hereby gives his permission to the ARC or its representative to inspect the work being done on his property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home within an eighteen (18) month duration. Construction must proceed on a timely basis.

9. LAYOUT AND TOPOGRAPHY. No foundation for a building shall be poured, nor shall construction commence in any manner

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or respect, until the layout for the building is approved by the ARC. No change in the grade or topography of the lot either for construction or landscaping shall be made without written approval of the ARC. The finish floor elevation of the house must be approved by the ARC. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

10. EXTERIOR COLOR PLAN AND MATERIALS. The ARC shall give final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color scheme of and for BEACHSIDE. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted. Samples of proposed exterior colors or color changes shall be submitted and approved well in advance of their actual application. Artificial, simulated or imitation materials shall not be permitted without the approval of the ARC. Siding, if wood, must be of cedar, redwood, or cypress only. Samples of proposed exterior materials may be required at the time plans are submitted.

11. LANDSCAPING. Because of the extensive amount of naturally occurring vegetation in BEACHSIDE, it is the stated intent of these Architectural Criteria to emphasize the need for carefully landscaped lawns and it shall be the responsibility of the ARC to insure that adequate landscaping is provided for on every home. A basic landscaping plan and lot clearing plan for each home must be submitted to and approved by the ARC prior to work being initiated and shall include the following:

a) A minimum expenditure of 6% of the estimated construction costs (minimum of $10,000.00), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC.

b) Sodding will be required on all front, side and rear yards.

c) An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all lots. All well water for irrigation must be chemically tested to remove iron from water so as to prevent iron or tree stains from staining the property or any improvements placed thereon.

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d) All portions of lots referred to in these restrictions lying between the building line and street or roadway line shall be used only for ornamental purposes and shall be landscaped in accordance with rules established by the ARC.

e) Landscaping according to the approved plan must be completed within sixty (60) days of substantial (as determined by ARC) completion of a home.

12. FLOOR ELEVATIONS. To comply with County regulations, the basic ground floor elevation of the house must be at least 18" above the level of the crown of the street. Basic ground floor elevations may not, however, exceed 36" above crown of the street unless specifically approved. Setting first floor elevations at acceptable levels will enable a homeowner to obtain flood insurance under Federal regulations. Determining acceptable elevations should be accomplished through consultation with the ARC. Existing grades on neighboring properties and drainage will be a consideration.

13. SETBACKS.

SETBACK REQUIREMENTS (I.E. "REQUIRED YARDS")

Front Yard	25 Feet
Side Yards	15 Feet Each
Rear Yard	25 Feet

The above setbacks are minimum and may be increased by the ARC. No balconies shall be allowed in the required yards. Roofs may extend 4 feet into the required yards, minimum 7 feet above first floor grade. Walls and fences shall be allowed only as approved. No swimming pool shall be located closer than 15 feet to any property line; driveways and sidewalks shall be per County Code, if approved by the ARC. There shall be no other structures of any kind in the required yards. No structures shall be allowed within the road easements, except mailboxes.

14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 2,000 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost

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of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping.

15. ROOFS. There shall be no exposed flat roofs or roof pitches, less than six feet in twelve feet (6 in 12) except porches, patios and flare eaves. All roofs shall be either tile or cedar shakes. No asphalt roofs will be permitted.

16. BLOCK. There shall be no exposed block.

17. EXTERIOR FLASHINGS, VENTS, ETC. All exterior flashing and metal work shall be of copper. No plumbing vents, exhaust fans, etc. are to protrude through the roof on the front side of the roof and shall not be seen from the street.

18. SOLAR PANELS. A limited number of solar panels are permitted, but a large number of panels renders the roof unslightly and detracts from the aesthetic image of the house and neighborhood. The area devoted to solar panels should accordingly be in reasonable and minor proportion to the area of the section of the roof on which they will be installed and, where possible, attached to the least conspicuous part of the roof. Specific approval of the solar panel design must be obtained. Heating of pools with solar panels is prohibited.

19. AWNINGS, SHUTTERS, FENCES AND WALLS.

a) Awnings, canopies and shutters shall not be attached or affixed to the exterior of the residence without prior approval of the ARC.

b) A composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARC. The ARC shall require the composition of any fence or wall to be consistent with the materials used in the surrounding homes and other fences, if any and shall be of a uniform shadow box effect. Fences and walls shall be in keeping with the exterior design of the residence and shall comply with the applicable restrictions and town ordinances.

c) Masonry walls will be allowed within the setbacks as permitted by the ARC for air conditioning, privacy or trash enclosures.

d) Hedges for privacy will be allowed within the setbacks and along the property lines subject to approval by the ARC as to location and height. Hedges within 25' of the shoreline will be limited in height to 4'.

20. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING.

a) All residences shall have a minimum of a two (2) car garage but shall have not more than a three (3) car garage,

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with a minimum size requirement of 20' by 20'. There shall be no front opening garage doors, except as approved by the ARC.

b) All dwelling shall have a Chattachoochee, impression concrete, brick, or precast paver driveway of at least eighteen (18) feet in width at the entrance in the garage. No plain concrete or asphalt driveways will be allowed. All driveway materials must be approved by ARC.

c) All exterior walks must be a minimum in width of three (3) feet and of a composition compatible with the surrounding dwellings, porches and patios. No gravel allowed for finished work. All walkway materials must be approved by ARC.

d) All proposed exterior lighting shall be moderate and shall be detailed on the plans. The wattage, aiming angle and light color must be shown on the plans. Colored lighting is prohibited. No exterior lighting shall be permitting which, in the opinion of the ARC, would create a nuisance to adjoining property.

21. WINDOWS, DOORS, SCREENING, PORCHES AND PATIOS.

a) Brightly finished, mill finished aluminum, metal doors, windows, screens, louvers, exterior trim or structural members shall not be permitted. Metal window, door and porch framing and trim shall be painted a color approved by the ARC and compatible with surrounding structures.

b) All screening must be of dark color material.

c) Window reflective filming shall not be permitted. Reflective glass shall not be permitted.

d) Sliding glass doors are not permitted except on rear elevations not visible from the street.

22. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

23. SWIMMING POOLS, SPAS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTIVES.

a) Above ground swimming pools or spas shall not be permitted. Any swimming pool to be constructed on any lot shall be subject to approval of the ARC. Screened pools may be permitted when designed as an integral part of the roof and walls. The screening must not obstruct the view from other houses. The structural members must be composed of materials utilized on or within the main structure of the residence so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character and theme.

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b) LP gas tanks must be buried but shall not be placed within any utility easement.

24. MAILBOXES. All mailboxes and newspaper boxes are to be of one design throughout the entire subdivision and must be approved by the ARC. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARC, shall replace the boxes or receptacle previously employed for such purpose or purposes with wall receptacles attached to dwellings. The builder or contractor shall be required to furnish a mailbox for each new home.

25. GAZEBOS AND CABANAS. No gazebos or cabanas shall be constructed or erected on or in any part of such subdivision without the approval of the ARC. Nor shall any application be made to any governmental authority or agency without prior approval for such structure by the ARC.

26. ANTENNAS. No aerial, antenna, or satellite dish antenna shall be placed or erected upon any lot, or affixed in any manner to the exterior of any building.

27. GATES, ARCHES, COLUMNS, ETC. in walls or at driveways or entryways may be disallowed if deemed to ornate or inappropriate for the architecture. Large pedestals, vases, site lights, statues, sculptures, etc. in any portion of the yard or structure may likewise be disallowed, all must meet approval of ARC.

28. OUTSIDE EQUIPMENT AND CONTAINERS. Swimming pool, air-conditioning, sprinkler equipment, trash cans, etc. shall be screened with walls and fences approved by ARC.

29. REMOVAL OF TREES. In reviewing building plans, the ARC shall take into account the natural landscaping such as the trees, shrubs and encourage the owner to incorporate them in his landscaping plan. No trees of more than three (3) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARC, which approval may be given when such removal is necessary for the construction of a dwelling or other improvements. Any tree that has to be moved for construction of a dwelling must be replanted on the same lot and properly cared for to insure living. If the trees do not survive the transplating, they must be replaced by a tree of equal or greater size. Clearing of any lot without ARC approval is prohibited.

30. SIGHT DISTANCE OF INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting

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them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. Shrubs no taller than four (4) feet within twenty-five (25) feet of the property line on ocean.

31. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

32. FIREPLACES. All fireplaces shall be of a masonry construction with an exterior facade of masonry and no metal or prefabricated units shall be permitted.

33. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARC.

34. STAIRWAYS. No exterior stairways shall be permitted without the approval of the ARC.

35. CONSTRUCTION, MAINTENANCE AND NON-EMERGENCY ACTIVITY. All construction, maintenance and non-emergency activity and all related personnel must begin work no earlier than 7:30 a.m. and must cease and be off of the property no later than 5:30 p.m. There shall be no construction, maintenance including mowing lawns or non-emergency activity on Sundays or any principal holidays. There shall be no truck deliveries of any kind made after 5:00 p.m. on any day.

36. PREWIRING. All new dwellings must be prewired for security systems, telephone, cablevision.

37. GARBAGE, TRASH CONTAINERS AND MISCELLANEOUS EQUIPMENT. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in covered sanitary containers, and except during pick-up hours, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARC shall require to be constructed with each dwelling. Garbage and rubbish receptacle shall be in complete conformity with sanitary regulations and shall not be visible from adjoining lots or public areas. No owner or contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

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LANDSCAPE PLAN REQUIREMENTS

Per the Architectural Criteria, paragraph 10, the ARC will require a minimum expenditure of six percent (6%) of estimated construction cost as determined by the ARC. Landscaping according to the approved plan must be completed within sixty (60) days of substantial completion of a home.

The ARC may require a copy of the landscape proposal in addition to the landscape plan in order to help ascertain if an appropriate expenditure of material is being installed, and by an approved nurseryman.

The following sets forth the landscape plan approval procedure which is designated to achieve the desired results and at the same time minimize the cost of preparation and submission. An automatic irrigation system is required on all properties and shall be installed prior to completion of landscape installation.

The landscape plan shall consist of two parts, shall be to required scale and shall provide as follows:

Part I - Preliminary Landscape Plan-(not less than 1/8" scale)

The preliminary landscape plan shall show tree, palm and shrub locations, sizes (height, spread and caliber), lot contouring, fill dirt and elevation and perimeter planting. A minimum of six (6) shade trees per construction site is considered to be appropriate. The landscape plan should include the required shade trees, in addition to any palms that are deemed to be desirable. Since some species of palms are native an effective grouping of palms can be substituted for up to 50% of required shade/canopy trees per site. This is especially practical for oceanfront lots where salt tolerances and adaptability are of prime concern.

A grouping of three (3) Sabal Palms spaced no greater than seven (7) feet apart will be the equivalent of one (1) shade tree. Sabal palms must have a minimum of 10' of clear trunk (c.t.) at time of planting.

A grouping of two (2) Cocos Plumosa spaced no greater than nine (9) feet apart will be the equivalent of one (1) shade tree.

Existing trees on personal lots will be counted toward the tree requirements. The ARC shall reserve the right to vary the tree requirement on a lot by lot basis.

A minimum overall height of such shade trees shall be ten (10) feet and the trunk shall caliber to a minimum of two inches at the time of planting for all required trees. The caliber measure shall be gauged 3½' above the root ball of the

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tree. An adequate specification as to spread of all canopy trees shall be called out on the plan. A minimum standard for overall height, clear trunk (c.t.), clear wood (c.w.) and caliber of all proposed Cocos Plumosa and Royal Palm is diagrammed on Figure 1 attached. Where a multi-trunk tree is used, a minimum caliber of 1 3/4" per each trunk with a minimum of three trunks shall be the required standard.

Varieties that are consistent with BEACHSIDE'S landscaping, and are of sufficient cold-tolerant nature, including but are not limited to: Heritage Live Oak, Carrotwood, Red Maple, Camphor, Sycamore, Silk Oak, Eucalyptus, Myrica Cerifera (Wax Myrtle) and Eriobotya Japonica (Loquat).

Part II - Final Landscape Plan - (not less than 1/8" scale)

The final landscape plan shall be based on the final approved building elevations, and shall set forth the following: (in addition to tree positions, tree measurements, lot contouring and perimeter planting--as outlined in Part I - Preliminary Landscape Plan).

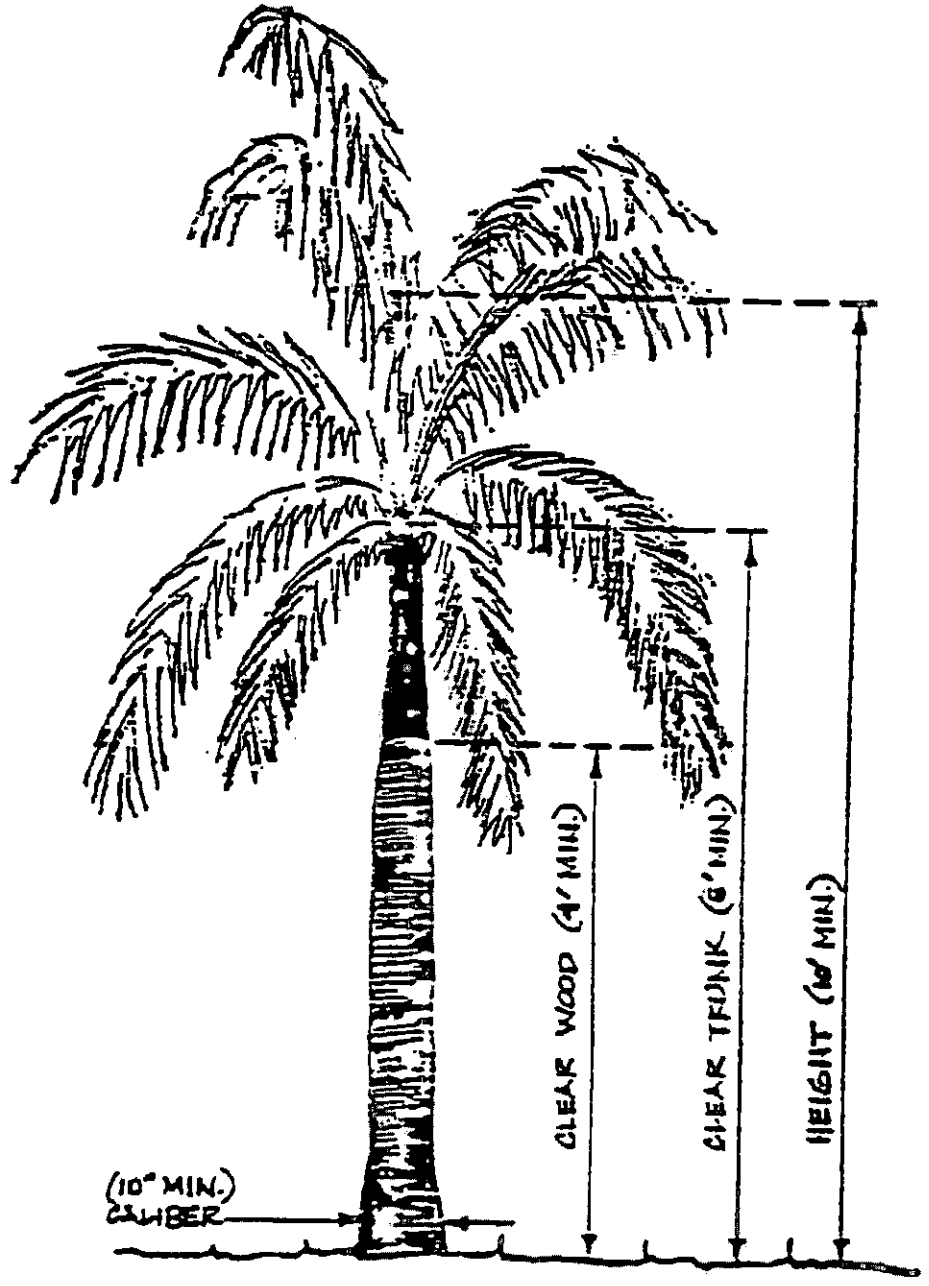
a.) Location, size, type and number of all proposed plantings;
b.) Area and type of grass;
c.) Location, area and height of all planting berms;
d.) Depth of soil suitable for planting in each designated planting area;
e.) Method of handling storm water run-off;
f.) Integration of landscaping with driveway and storm swale;
g.) Treatment of both sides of all retaining and privacy walls and/or fences;
h.) Detail for screening of all exterior equipment such as pool, air-conditioning and garbage, etc. Plant material is not acceptable screening.

Plantings shall not interfere with the sight lines of vehicular traffic and shall not inhibit views from neighboring units. (See paragraph 29, "Architectural Criteria".) Shade and shadow patterns of trees and potential damage by encroaching roots and branches should be considered in all tree placements. Appropriate sized (i.e., height and spread) shall reflect the intended use and location of all proposed trees.

Clusters of plant material shall be situated to complement the residence with consideration of mature sizes key when determining locations. Long horizontal or vertical surfaces of structures should be interrupted and modulated by clusters of irregularly spaced plantings.

The landscaping of the finished lot shall be in strict conformance with the approved plot and landscape planting plans. Any deviation must gain prior approval of the ARC. The finished job will be inspected by the ARC to assure conformance to the approved plan.

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(FIG. 1) MINIMUM STANDARD - ARECASTRUM ROMANZOFFIANUM
ROYSTONEA ELATA

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BEACHSIDE APPROVAL PROCEDURE

Every property owner wishing to construct or modify a residence in BEACHSIDE must apply to:

BEACHSIDE ARCHITECTURAL REVIEW COMMITTEE ("ARC")
901 Martin Downs Blvd., Suite 208
P.O. Box 2032
Stuart, Florida 34995

for site plan and design approval prior to seeking a County site plan approval and County building permit, and/or proceeding with any work.

All building plans and specifications must be DRAWN and STAMPED by a registered Florida architect and the proposed contractor must be a qualified home builder licensed in Indian River County.

I. PRELIMINARY APPROVAL:

Every applicant must provide the ARC with three (3) sets of the following:

A. Preliminary site plan drawn at not less than 1/8" = 1'0 scale; the proposed location of structure(s), driveway(s), swales, pools, porches, patios, walks and setbacks.

B. Preliminary floor plans drawn at not less than 1/8" = 1'0 scale showing all governing outside dimensions.

C. Preliminary elevations drawn at not less than 1/8" = 1'0 scale showing design intent and illustrating materials specified by the architect for exterior treatment. Material samples may be submitted at this time, if available. Garage doors should be detailed and color indicated.

D. Preliminary Landscape Plan.

E. Elevations above street level and any fill incorporated into landscaping plans for berms, etc.

F. Label elevations "front, rear, left, right", not "north, south, east, west".

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II. FINAL APPROVAL:

As soon as possible after preliminary approval has been obtained, the applicant must provide the ARC with three (3) sets of the following:

A. Final site plan.

B. Construction plans should include basic ground floor elevations and should be complete so far as they refer to the exterior appearance of the building(s) and should include information and samples (if not previously submitted) of materials, finishes and colors to be used.

C. Final landscaping plans, including tree and plant list and sizes. (See Section c, Landscape Plan Requirements.)

Upon finding all submissions in order, the ARC will indicate its approval by stamping all final plans. At least one complete set of all plans will be kept by the ARC.

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APPLICATION FOR APPROVAL

FROM: _____ ARCHITECT _____ OWNER _____ LOT #

TO: BEACHSIDE ARCHITECTURAL REVIEW COMMITTEE

Gentlemen:

We are hereby requesting review and approval of the documents listed below in accordance with the requirements as set forth in the Master Declaration of Covenants, Conditions, Reservations and Restrictions and Beachside Subdivision approval procedure.

		SUBMITTAL DATE	APPROVAL DATE
I.	PRELIMINARY APPROVAL		
( )	Application Fee ($200.00)*		
( )	Site Plan		
( )	Floor Plan		
( )	Elevations		
( )	Landscaping		
( )	Exterior Materials		
( )	Exterior Colors		
II.	FINAL APPROVAL		
( )	Site Plan		
( )	Construction Plans		
( )	Exterior Color(s)		
( )	Landscaping		
( )	Restoration Deposit		

* A one-time application fee of $200.00 is required with initial submission of this form.

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BYLAWS
OF
BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY

These are the duly adopted Bylaws of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 20, 1993. BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., hereinafter called "Association", has been organized for the purpose of administering the operation and management of a property to be established by 1810 Development Corp., its successors or assigns, hereinafter sometimes called "Developer".

1. All present or future owners, tenants, future tenants, or their employees or any other person who might use the property, or any of the facilities thereof in any manner, are subject to the regulations as set forth in these Bylaws and in said Articles of Incorporation and in the Master Declaration of Covenants, Conditions, Reservations and Restrictions, including any amendments thereto which may hereafter be adopted by the Association.

2. The office of the Association shall initially be located at 750 N.W. 10th Terrace, P.O. Box 2032, Stuart, Florida, 34995-2032.

3. The fiscal year of the Association shall be the calendar year, January 1 through December 31.

4. 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 seal is directed to be affixed to the margin of these Bylaws.



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BYLAWS
OF
BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY

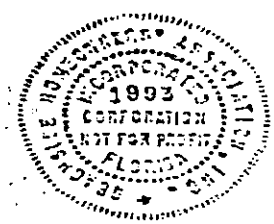
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ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article VI of the Articles of Incorporation of the Association, the provisions of which said Article VI of the Articles of Incorporation are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

3. The vote of the owners of a lot owned by more than one person, or by a corporation, or by another entity shall be cast by the person named in a certificate signed by all of the owners of the lot and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determing the requirement for quorum, nor for any other purpose.

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designed thereon and must be filed with the Secretary before the appointed time of the meeting.

5. Approval or disapproval of a lot owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Master Declaration of Covenants, Conditions, Reservations and Restrictions, or where the same may otherwise be required by law, the affirmative vote of a majority of the members, presented at

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any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual members' meeting shall be held at the office of the Association during the month of January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

2. Special members' meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from a majority of members of the Association.

3. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was receive by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be evidenced by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended,

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wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

4. The order of business at annual members' meeting and, as far as practical, at any other members' meetings, shall be:

A. Election of Chairman of the meeting;

B. Calling of the roll and certifying of proxies;

C. Proof of notice of meeting or waiver of notice;

D. Reading and disposal of any unapproved minutes;

E. Reports of officers;

F. Reports of committees;

G. Elections of directors;

H. Unfinished business;

I. New business;

J. Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

1. The first Board of Directors of the Association, and succeeding Board of Directors, shall consist of not less than three (3) nor more than five (5) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporation member of the Association; provided that members of the Board of Directors designated by Developer, as hereinafter provided, need not be members of the Association. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds any lots for sale in the ordinary course of business. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated

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shall be provided in the Articles of Incorporation or Bylaws of Association, and Developer, or Developer's successors or assigns, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such persons or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident or a member of the Association.

2. Election of Directors shall be conducted in the following manner:

A. Developer shall, at the beginning of the election of the Board of Directors, designate and select that number of members of the Board of Directors which it shall be entitled to designate and select in accordance with the provision of these Bylaws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provision of these Bylaws. Should Developer fail to designate and select members of the Board of Directors at any time while the said Developer is entitled to designate and select members of the Board of Directors as herein provided, those members of the Board of Directors previously designated and selected by Developer shall continue to serve as members of the Board of Directors as though designated and selected as herein provided.

B. All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association, immediately following the designation and selection of the members of the Board of Directors whom Developer

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shall be entitled to designate and select.

C. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by the Developer, such vacancy shall be filled by Developer's designating and selecting, by written instrument delivered to any officer of the Association, such successor Director to fill the vacated directorship for the unexpired term thereof.

D. In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any lot may cast more than one vote for any person nominated as a Director except for Developer exercising five (5) votes per lot.

E. In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons selected by Developer to serve on the Board of Directors of the Association which replacement shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

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

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quorum shall be present.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

5. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than ten (10) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

7. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted

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without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

8. The presiding officer of Directors' meetings shall be Chairman of the Board, if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

9. Directors' fees, if any, shall be determined by the members.

10. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Master Declaration of Covenants, Conditions, Reservations and Restrictions. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Master Declaration of Covenants, Conditions, Reservations and Restrictions and shall include, without limiting the generality of the foregoing, the following:

A. To make, levy and collect assessments against members and members' lots to defray the cost of operation of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

B. The maintenance, repair, replacement, operation and management of the properties of the Association wherever the same is required to be done and accomplished by the Association for the benefit of its members;

C. The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;

D. To make and amend regulations governing the use of the property, real and personal, in, on or about the property, so long as such regulations or amendments thereto do not conflict

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with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Declaration of Covenants, Conditions, Reservations and Restrictions;

E. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including lots and property of the Association as may be necessary or convenient in connection with the operation and management of the Association, and in accomplishing the purposes set forth in the Master Declaration of Covenants, Conditions, Reservations and Restrictions;

F. To contract for the management and maintenance of the property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers granted by the Association documents, including but not limited to, the creation and collection of assessments, promulgation of rules and execution of contracts on behalf of the Association;

G. To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Master Declaration of Covenants, Conditions, Reservations and Restrictions and the regulations hereinafter promulgated governing the use of the property in the Association;

H. To make liens and assessments which are liens against any part of the Association other than lots and the appurtenances thereto, and to assess the same against the members and their respective lots subject to such liens;

I. To carry insurance for the protection of the members and the Association against casualty and liability;

J. To pay all taxes and assessments which are liens against the Association and all water, sewer and other

EXHIBIT B CONTINUED
PAGE 2
HILLCREST ACRES, INC. TO DAVIS GRAHAM, JR.

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utility services rendered to the Association and not billed to the owners of the separate lots within the Association; and

K. To employ personnel for reasonable compensation to perform the services required for property administration of the purposes of the Association.

11. The first Board of Directors of the Association shall be comprised of the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first annual meeting of the members of the Association; provided, however, that any election of Directors shall be subject to all of the rights hereinabove reserved to Developer by Article IV, Section 4 of these Bylaws.

12. The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable covenants and restrictions documents.

13. Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the lots in the Association, at any special meeting called for such purpose, or at the annual meeting; provided, however, that only Developer shall have the right to remove a director appointed by it.

ARTICLE V

OFFICERS

1. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Secretary-Treasurer and such other assistants or vice officers as the Board of Directors may determine, all of whom shall be

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elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall perform the duties of President in the event of the President's death, inability or refusal to act. In such event, the Vice President shall have all the power of and be subject to all the restrictions upon the President.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have the custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with

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a Director for management of the Association.

ARTICLE VI

FISCAL MANAGEMENT

1. Accounts. The receipts and expenditures of the Association will be created and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

2. Budget. The Board of Directors will adopt a budget for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses and proposed assessments to all lot owners not less than thirty (30) days prior to the meeting at which the budget will be considered. If the budget is amended subsequently, notice of the meeting and amendment shall be given in the same manner as for approval of the annual budget.

3. Assessments. Assessments against lot owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20, preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. The Board of Directors shall, in its sole discretion, have the right to collect assessments in equal quarterly installments on the first day of January, April, July and October of the year. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended

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assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

4. Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the lot owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

5. Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6. Bank. The depository of the Association will be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the Directors.

7. Accounting Reports. A computation of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

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ARTICLE VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the

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conduct of corporation proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE VIII

AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by a majority of members of the Association, whether meeting as members or by instrument in writing signed by them.

2. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of two-thirds (2/3) of the members. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded on the public records of Indian River County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

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4. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without prior written consent of the Developer; and further provided that these Bylaws may be amended by action of a majority of the Board of Directors of the Association without vote of the membership, so long as Developer shall have the right to designate and select members of each Board of Directors of the Association, as members of each Board of Directors of the Association, as provided in Article IV hereof, or until such time as Developer may have relinquished its right to designate and select members of each Board of Directors or may waive the provisions of this paragraph of these Bylaws, by instrument in writing executed with the formalities of a deed.

The foregoing Bylaws were adopted as the Bylaws of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 30th day of November, 1993.

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Attest:

Secretary

By: President

(CORPORATE SEAL)

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on July 20, 1993, as shown by the records of this office.

The document number of this corporation is N93000003354.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of July, 1993

Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
BEACHSIDE 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 BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association. The place of business shall be 750 N.W. 10th Terrace, Post Office Box 2032 Stuart, Florida, 34995-2032, until changed by the owners at the first meeting.

ARTICLE II

Purposes

The purposes for which the Association is organized are as follows:

2.1 To establish, maintain and operate a Corporation not for profit; to uphold, maintain and promote the property interests and rights of member owners and residents of the following described real property located in Indian River County, Florida:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

And to do any other thing necessary or desirable in the interests of the safety, health, protection, comfort and convenience of such member property owners and residents.

2.2 To make and establish reasonable rules and regulations governing the use and maintenance of real property described above.

2.3 To collect, from time to time, assessments from owners to defray expenses of operation of the corporation, including but not limited to, security, taxes, maintenance, utilities,

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reserves and expenditures for capital improvements, improvements and repair of commonly-owned property with particular reference to entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area. The individual assessments will be based upon an allocation of One-Twentieth (1/20) share per individual lot owner of the total common expenses except where the membership votes for a special assessment for a particular purpose for the benefit of a specific area of the properties in which event a majority of the members to be assessed must approve the special assessment.

2.4 To enforce and abide by the provisions of any covenants or restrictions which are, or may be, applicable to the property and which may be adopted from time to time as provided in the By-Laws of the Association.

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, entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area 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 Beachside Subdivision.

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 maintain, repair, replace and operate the corporate properties.

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

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

3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Beachside Subdivision and which may be adopted from time to time as provided in the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, as they may 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 in areas lying within Beachside Subdivision as described in paragraph 3.1 above and are shown as "common areas" on the plat of Beachside Subdivision which is attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision 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 Beachside Subdivision 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 attorneys' fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording on 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.

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3.8 To reconstruct improvements comprising the items and areas lying within Beachside Subdivision as described in paragraph 3.1 above, and designated as common areas on the plat of Beachside Subdivision attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, 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.

3.10 To own and hold fee simple title to lands within reasonable proximity to the corporate properties, upon which the entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area are, or may be, constructed for the benefit of lot owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all lot owners in the corporate properties to be established upon the lands previously described herein. The Corporation shall assess each lot for its prorata share of the cost and expenses of operation and maintenance of the said facilities based upon the proration as set forth in ARTICLE II, paragraph 2.3.

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

3.12 To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, these Articles of Incorporation and the By-Laws.

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The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision and the By-Laws.

ARTICLE IV

Duties

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-061-0567N requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

ARTICLE V

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VI

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.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply wit. Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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ARTICLE VII

Assessments

The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

ARTICLE VIII

Members

8.1 Membership. Every person or entity, including 1810 DEVELOPMENT CORP., its successors or assigns (hereinafter "Developer"), who is a record Owner of a fee or undivided fee interest in any lot or living unit which is subject to covenants or record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

8.2 Voting Rights. The Association shall have two classes of voting membership:

Class A: Call A members shall be all those Owners as defined in paragraph 8.1 above with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit which they hold the interests required for membership by paragraph 8.1, hereof. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit which is owned by more than one person.

Class B: The Class B member shall be Developer. The Class B member shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by paragraph 8.1 until such unit is first sold, provided that the Class B membership shall cease and become converted

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to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or

(b) on December 31, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot or living unit in which it holds the interests required for membership under paragraph 8.1.

ARTICLE IX

Board of Directors

9.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than five (5) persons. Directors need not be members of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association. The Directors of the Association shall be elected at the annual meeting of the Association.

9.2 The first election of Directors shall be held upon the first to occur of the following events:

a. The total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership;

b. December 31, 2000; or

c. At the time the Developer determines.

The Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by the remaining Directors.

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

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Name	Address
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart, FL 34995
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432

ARTICLE X

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 Directors annually at its meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers, who will serve until their successors are designated, are as follows:

Name	Address	Office
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart, FL 34995	President
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963	Vice President
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432	Secretary/ Treasurer

ARTICLE XI

Bylaws

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

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

12.1 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.

12.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the

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members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided.

a. Such amendment must be approved by not less than two-thirds (2/3) of the Board of Directors; and, by not less than two-thirds (2/3) of the entire membership of the Association; or,

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

12.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the Owner's individual lot. No amendment shall be made that is in conflict with the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision.

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

ARTICLE XIII

Subscribers

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

Name	Address
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart FL 34995
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432

ARTICLE XIV

Registered Agent

The street address of the initial registered office of the Association is: 750 N.W. 10th Terrace, P.O. Box 2032, Stuart,

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Florida, 34995, and, the name of the initial registered agent of the Association at that address is: Donald W. Forbes

IN WITNESS WHEREOF, we, the undersigned, being each and all of the original subscribers to the corporation hereinabove named, for the purpose of forming a corporation to do business within and without the State of Florida, and in pursuance of Florida law, do hereby make, subscribe, acknowledge and file this certificate, hereby jointly and severally declaring and certifying the facts herein stated are true and that we have associated ourselves together for the purpose of becoming a corporation under the laws of the State of Florida, and accordingly have set our hands and seals at Vero Beach, Indian River County, Florida, this 7th day of July, 1993.

James E. Eskew, Jr.

Donald W. Forbes

Edward Cassatly, Jr.

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared James E. Eskew, Jr., to me personally known or who produced _____ as identification, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 7th day of July, 1993.

Notary Public.
Name Printed: Patti W. Espich
State of Florida at Large.
My Commission #: CC252213
My Commission Expires: 1/2/97

PATTI W. ESPICH
My Comm Exp. 1/02/97
Bonded By Service Ins
No. CC252213

(SEAL)

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STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared Donald W. Forbes, to me personally known ~~or who produced~~ _____ ~~as identification~~, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 30th day of June, 1993.

Notary Public.
Name Printed: JoAnn Lyons
State of Florida at Large.
My Commission #: AA305010
My Commission Expires: 10/23/93

(SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared Edward Cassatly, Jr., to me personally known ~~or who produced~~ _____ ~~as identification~~, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 30th day of June, 1993.

Notary Public.
Name Printed: JoAnn Lyons
State of Florida at Large.
My Commission #: AA305010
My Commission Expires: 10/23/93

(SEAL)

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned hereby accepts the designation of registered agent on behalf of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Donald W. Forbes

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LEGAL DESCRIPTION

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 33 SOUTH RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN THENCE S 0°24'11" W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 600.02 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED.

FROM SAID POINT OF BEGINNING, RUN N 89°47'11" E, PARALLEL TO AND 600 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, 2340.58 FEET, TO A POST ON THE ATLANTIC OCEAN BEACH; THENCE MEANDERING THE ATLANTIC OCEAN BEACH, RUN S 14°50'30" E, 300.0 FEET, TO A CONCRETE MONUMENT; THENCE S 89°47'11" W, PARALLEL TO AND 889.99 FEET SOUTH OF THE AFORESAID NORTH LINE OF GOVERNMENT LOT 1, RUN 2419.46 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1, THENCE N 0°24'11" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 290.0 FEET, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A STRIP OF LAND 100 FEET IN WIDTH EXTENDING ENTIRELY ACROSS THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR STATE ROAD A-1-A; INCLUDING REPARIAN RIGHTS. CONTAINING 15.16 ACRES.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SCHEDULE "A"

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Return to: Samuel A. Block, P.A., 2127 Tenth Avenue, Vero Beach, Florida, 32960

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on October 27, 1993, to Articles of Incorporation for BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N93000003354.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of October, 1993

Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO ARTICLES OF INCORPORATION
OF
BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 617 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

The following amendment to the Articles of Incorporation was adopted by all of the Directors of the Corporation on the 6th day of October, 1993, in the manner prescribed by the Florida Not-For-Profit Corporation Act.

1. That subparagraph 2.3 of Article II, Purposes, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be amended to read as follows:

"2.3 To collect, from time to time, assessments from owners to defray expenses of operation of the corporation, including, but not limited to, security, taxes, maintenance, utilities, reserves and expenditures for capital improvements, improvements and repair of commonly-owned property with particular reference to entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area. The individual assessments will be based upon an allocation of One-Twentieth (1/20) share per individual lot owner of the total common expenses except where the membership votes for a special assessment for a particular purpose for the benefit of a specific area of the properties in which event a majority of the members to be assessed must approve the special assessment. Any amendment to these Articles of Incorporation which would affect the ability of the Association to make assessments for maintenance of common areas which assessments would be liens on the property, must be approved by Indian River County."

2. That Article III, Powers, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be amended to read as follows:

"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

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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, entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area 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 Beachside Subdivision.

"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 maintain, repair, replace and operate the corporate properties.

"3.4 To make and establish covenants and restrictions governing the use and maintenance of property located within Beachside Subdivision.

"3.5 To amend, modify or change any covenants and restrictions which are, have been, or may be applicable to Beachside Subdivision, subject to the restrictions set forth herein.

"3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Beachside Subdivision and which may be adopted from time to time as provided in the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, as they may 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 in areas lying within Beachside Subdivision as described in paragraph 3.1 above and are shown as "common areas" on the plat of Beachside Subdivision which is attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision 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 Beachside Subdivision 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

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expenses, including a reasonable attorneys' fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording on 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 Beachside Subdivision as described in paragraph 3.1 above, and designated as common areas on the plat of Beachside Subdivision attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, 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.

"3.10 To own and hold fee simple title to lands within reasonable proximity to the corporate properties, upon which the entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area are, or may be, constructed for the benefit of lot owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all lot owners in the corporate properties to be established upon the lands previously described herein. The Corporation shall assess each lot for its prorata share of the cost and expenses of operation and maintenance of the said facilities based upon the proration as set forth in ARTICLE II, paragraph 2.3.

"3.11 To approve or disapprove the transfer of ownership and the leasing of lots and residences within Beachside Subdivision as may be provided by the Bylaws and the covenants and restrictions applicable to Beachside Subdivision. These assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

"3.12 To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

"Any amendment which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property must be approved by Indian River County.

"All funds and the titles of all properties acquired by

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the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, these Articles of Incorporation and the By-Laws.

"The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision and the By-Laws."

3. That the following paragraph shall be added to Article VI, Dissolution, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., as follows:

"In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the roads must be transferred to and accepted by an entity which would be approved by the County of Indian River prior to such termination, dissolution or liquidation."

4. That Article VII, Assessments, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be deleted in its entirety.

5. That Articles VIII through XIV of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be renumbered as Articles VII through XIII, respectively.

BEACHSIDE HOMEOWNERS' ASSOCIATION INC.

Dated: October 6, 1993

By: _____, President
Donald W. Forbes, President

Attest: _____
Edward Cassably, Jr., Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Before me personally appeared Donald W. Forbes and Edward

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Cassatly, Jr., personally known to me to be the individuals described in and who executed the foregoing instrument as President, and Secretary of the above named BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such President, and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 6th day of October, 1993.

JoAnn Lyons
Notary Public.

JOANN LYONS
MY COMMISSION # CC 315332
EXPIRES: October 23, 1997
Bonded Thru Notary Public Underwriters

(SEAL)

beachside amend articles/HO1

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Return To:
SAMUEL A. BLOCK, P.A.
2127 10th AVE.
VERO BEACH, FL 32960

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

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FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 1810 DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), is the maker of that certain **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida (hereinafter referred to as "Declaration"); and,

WHEREAS, according to Section 5, *Amendment*, of Article XII of said Declaration, Members possessing at least two thirds (2/3) of the total number of votes possessed by all Members have the right to execute an amendment to said Declaration and file said amendment on the public records of Indian River County, Florida; and,

WHEREAS, as of the date of the execution of this document, **1810 DEVELOPMENT CORP.** is the Developer; and,

WHEREAS, Developer is in possession of at least two-thirds (2/3) of the total votes of all members of Beachside Subdivision; and,

WHEREAS, Developer desires to amend Subparagraph a) of Paragraph 11 and all of Paragraph 14 of the **ARCHITECTURAL CRITERIA**, which is attached to the Declaration as Schedule "C".

NOW THEREFORE, Developer amends the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida, in the manner following.

1. Subparagraph a) of Paragraph 11 of Schedule "C", ARCHITECTURAL CRITERIA,

OR 1091 PG 2306

of the Declaration shall be amended to read as follows:

"a). A minimum expenditure of six percent (6%) of the estimated construction costs (a minimum of $10,000.00 for that portion of Beachside lying East of Highway A-1-A, and a minimum of $5,000.00 for that portion of Beachside lying West of Highway A-1-A), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC."

2. Paragraph 14 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

"14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 1,800 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping."

3. Except as specifically amended herein, in all other respects, the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, shall remain in full force and effect and are ratified and confirmed.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 27th day of January, 1996.

1810 DEVELOPMENT CORP.

Attest:

By: _____
Donald W. Forbes, President

_____
Edward Cassatly, Secretary

(CORPORATE SEAL)

OR 1091 PG 2307

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 acknowledgements, personally appeared Donald W. Forbes, personally known to me, or who produced N/A as identification, and known to me to be the President, of 1810 DEVELOPMENT CORP., a Florida Corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 16th day of February, 1996.

Notary Public. Sharla L. Russell
Notary Public State of Florida
My Commission Expires: 2/20/96

OFFICIAL SEAL
SHARLA L. RUSSELL
My Commission Expires
Feb. 20, 1996
Comm. No. CC 180928

STATE OF FLORIDA

COUNTY OF ✓ Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Edward Cassatly, Jr., personally known to me, or who produced ✓ as identification, and known to me to be the Secretary of 1810 DEVELOPMENT CORP., a Florida Corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this ✓29 day of ✓January, 1996.

✓ Elizabeth Jean Bruns
Notary Public.

(Notary Seal)

Elizabeth Jean Bruns
Notary Public, State of Florida
Commission No. CC 239293
My Commission Expires 10/28/96
Bonded Through Fla. Notary Service & Bonding Co.

THIS INSTRUMENT PREPARED BY:
SAMUEL A. BLOCK, P.A.
2127 10th Avenue
Vero Beach, Florida 32960
(407) 562-1600

W:\DOCS\HO\BACHS\DE\BEACHDEC.AMD

OR 1091 PG 2308

RESOLUTION OF MEMBERS OF
BEACHSIDE SUBDIVISION

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of **1810 DEVELOPMENT CORP.**, a Florida Corporation, and the keeper of the records of the Company; that the following is a true and correct copy of the resolution duly adopted at a meeting of the Owners of said Beachside Homeowners' Association, Inc. held in accordance with its Articles of Incorporation, and that the same is now in full force and effect:

COPY OF RESOLUTION

BE IT RESOLVED, That the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION,** dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida, be amended as follows:

1. Subparagraph a) of Paragraph 11 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

   "a). A minimum expenditure of six percent (6%) of the estimated construction costs (a minimum of $10,000.00 for that portion of Beachside lying East of Highway A-1-A, and a minimum of $5,000.00 for that portion of Beachside lying West of Highway A-1-A), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC."

2. Paragraph 14 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

   "14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 1,800 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping."

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, this 27th day of January, 1996.

Edward Cassatly, Secretary

W:\DOCS\HO\BACHSIDE\BEACHDEC.AMD

OR 1091 PG 2309

3120130003374 RECORDED IN THE RECORDS OF JEFFREY R SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL,
BK: 2636 PG: 618, 1/14/2013 11:53 AM

Beachside Homeowners Association

South A1A, Vero Beach, FL 32963

January 14, 2013

Amendment to the: MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION.

The MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION recorded in Official Records Book 998, Page 2864, of the Public Records of Indian River County, Florida, and as amended thereafter, is amended as set forth herein.

A. Article VIII, Restrictions, is hereby amended as follows:

Section 12. Lease of Living Units. An Owner may Lease his Living Unit to a third party only upon prior written notice to the Board of Directors. A copy of the proposed Lease agreement accompanied by a list of all intended occupants shall satisfy the written notice required herein. All Leases shall be for a minimum term of ninety (90) days. The Lease agreement shall specify that the Lessee shall not have the authority to sublet the Living Unit.

Underlined language is hereby added.

This Amendment was approved by written vote of 15 YEAS to 3 NAYS.

CERTIFIED:

Allen Reynolds, President

George Fetterolf, Secretary

BeachsideMasterDeclarationAmendment2012

BEACHSIDE

2105 West Beachside Lane
Vero Beach, FL 32963

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instruments was acknowledged before me this 14 day of January 2012 to Allen Reynolds and George Fetterolf, President and Secretary, respectively, of Beachside Homeowners' Association, Inc., who are personally known to me or have produced FL DL as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Proposed Amendment to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 14 day of January, 2012.

Donna L Moss
NOTARY PUBLIC, State of Florida

My Commission Expires: June 14, 2015

DONNA L MOSS
MY COMMISSION # EE096145
EXPIRES June 14, 2015
(407) 398-0153 FloridaNotaryService.com

Z:\Block Directory\CLIENT DIRECTORY\Beachside Homeowners Assoc\Proposed Amendment-rentals.wpd

3120130021464 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 2656 PG: 2378, 4/5/2013 3:25 PM

CERTIFICATE OF AMENDMENT TO ARCHITECTURAL CRITERIA OF BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS CERTIFICATE OF AMENDMENT TO ARCHITECTURAL CRITERIA OF BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., is made this 5th day of April 2013, by BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as the "Association.")

WITNESSETH:

WHEREAS, the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision (hereinafter "Declaration"), is recorded in Official Records Book 998, Page 2864, of the Public Records of Indian River County, Florida; and

WHEREAS, Schedule "C" of the Declaration establishes the Architectural Criteria for the Beachside Subdivision (hereinafter "Architectural Criteria"); and

WHEREAS, Article IV, Section 10(D) of the By-laws of Beachside Homeowners' Association, Inc. provides that the Board of Directors of the Association shall have the authority to make and amend regulations governing the use of the property; and

WHEREAS, all of the requirements necessary to effect an amendment to the Architectural Criteria have been met.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and for the purposes of protecting the value, attractiveness, and desirability of the Property, as said Property is defined in the Declaration, the Association hereby amends the Declaration as follows:

A. The above recitals are affirmed as being true and correct and hereby incorporated by reference.

B. Section 2 of the Architectural Criteria is hereby amended as follows:

2. Owners contemplating designing and building must first contact the ARC to obtain the forms required for the approval procedure, ~~and~~ to discuss qualified architects and builders; and to review fee schedules for plan submission and construction. The fee schedule shall be as follows: $500.00 shall be due and payable to the Association at the time of the initial plan submission to the ARC. Prior to commencement of construction, Owners shall be required to pay to the Association a $2,500.00 fee for damage and compliance, which shall be refundable, in whole or in part, at the conclusion of construction depending on whether the Owner, or his or her agents, have caused any damage to Association property during construction. Owners shall also be required to pay to the Association a $2,500.00 non-refundable fee for the Association's Infrastructure Improvement Fund which shall be due prior to the start of construction.

C. Section 6 of the Architectural Criteria is hereby amended as follows:

6. SINGLE FAMILY DWELLINGS ONLY. Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any lot. No free standing garages, outbuildings, sheds, barns or other structures shall be permitted, except cabanas in conjunction with a pool and/or courtyard. (See paragraph 25.)

D. Section 8 of the Architectural Criteria is hereby amended as follows:

8. BUILDER AND CONSTRUCTION APPROVAL. All builders or contractors must be licensed by the State of Florida and approved by the ARC. Any construction in BEACHSIDE by a builder or contractor, even though the builder or contractor has been approved by the ARC, which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or his assigns by purchasing property in BEACHSIDE hereby gives his permission to the ARC or its representative to inspect the work being done on his property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home within an eighteen (18) month duration for non-ocean front lots and twenty-four (24) months duration for ocean front lots. Construction must proceed on a timely basis.

E. Section 10 of the Architectural Criteria is hereby amended as follows:

10. EXTERIOR COLOR PLAN AND MATERIALS. The ARC shall give final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color schemes of and for BEACHSIDE. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted. Samples of proposed exterior colors or color changes shall be submitted and approved well in advance of their actual application. Artificial, simulated or imitation materials, except for cement board in the form of siding planks, shall not be permitted without the approval of the ARC. Siding, if wood, must be of cedar, redwood, or cypress only. Samples of proposed exterior materials may be required at the time plans are submitted.

F. Section 14 of the Architectural Criteria is hereby amended as follows:

14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 2,000 square feet on the west side, b) ~~3,000~~ 4,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than ~~2,300~~ 3,000 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping.

G. Section 15 of the Architectural Criteria is hereby amended as follows:

15. ROOFS. There shall be no exposed flat roofs or roof pitches, less than six feet in twelve feet (6 in 12) except porches, patios and flare eaves. All roofs shall be either tile or cedar shakes, Roofs may also be of galvalum metal with exterior copper flashing and must further comply with the guidelines established by the ARC for metal roofing. No asphalt roofs will be permitted.

H. Section 25 of the Architectural Criteria is hereby amended as follows:

25. GAZEBOS AND CABANAS. No gazebos or cabanas shall be constructed or erected on or in any part of such subdivision without the approval of the ARC, except cabanas constructed or erected in conjunction with a pool and/or courtyard. Nor shall any application be made to any governmental authority or agency without prior approval for such structure by the ARC.

I. Section 32 of the Architectural Criteria is hereby amended as follows:

32. FIREPLACES. All fireplaces shall be of a masonry ~~construction with an~~ exterior facade ~~of masonry and~~ with no metal or prefabricated ~~units shall be permitted~~ components being exposed to the exterior of the dwelling without the approval of the ARC.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

Signed, Sealed and Delivered
in the presence of:

Witness Ellie Brockway

Witness

Witness Nicholas Tucker

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation.

By: _____
Its President

By: _____
Its Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instruments was acknowledged before me this 5th day of April, 2013 to Allen Reynolds and George Petteroff, President and Secretary, respectively, of Beachside Homeowners' Association, Inc., who are personally known to me or have produced FL DL as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Architectural Criteria of Beachside Homeowners' Association, Inc., and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and official seal this 5th day of April, 2013

NOTARY PUBLIC, State of Florida

My Commission Expires:

NICHOLAS TUCKER
Notary Public - State of Florida
My Comm. Expires Feb 11, 2014
Commission # DD 960598
Bonded Through National Notary Assn.

3120260018840 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3854 PG: 899, 4/21/2026 3:31 PM

REVIVED
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS OF BEACHSIDE SUBDIVISION

This Revived Master Declaration of Covenants, Conditions, Reservations, and Restrictions of Beachside Subdivision has been approved for the purpose of reviving that certain Declaration recorded at Official Records Book 998, Page 2864 et. seq., and amended at Official Records Book 1091, Page 2306 et. seq., and Official Records Book 2636, Page 618 et. seq., Public Records of Indian River County, Florida.

THIS DECLARATION, made on the date hereinafter set forth by 1810 DEVELOPMENT CORP., its successors or assigns, hereinafter referred to as "DEVELOPER",

WITNESSETH THAT:

WHEREAS, Developer holds the fee simple title to the real property described in Article II of this Declaration and desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservations of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners, and

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

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

ARTICLE I
DEFINITIONS

Section 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the properties as common properties, and any roads, ocean access ways, and the entry way to the subdivision shown on the plat.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties with the exception of common properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to a lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(h) "Developer" shall mean and refer to 1810 DEVELOPMENT CORP., or

(i) Any person or entity who succeeds to the title of Developer to all or a portion of the properties by sale or assignment of all of the interest of the Developer in the properties, if the instrument of sale or assignment expressly so provides, or

(ii) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-Laws of the Association.

(i) "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.

(j) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Indian River, Florida, and is more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot or living unit which is subject to covenants of record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit which they hold the interests required for membership by Section 1. When more than one person hold such interest or interests in any lot or living unit, all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any such lot or living unit which is owned by more than one person.

Class B: The Class B member shall be Developer. The Class B member shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by Section 1 until such unit is first sold, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or

(b) on December, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot or living unit in which it holds the interests required for membership under Section 1.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or living unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or maintenance charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the assessment become due and payable.

The Developer shall not be obligated to pay any assessments or maintenance charges until it changes its status from a Class B member to a Class A member as outlined in Article III above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of the Association and for promoting the health, safety, and welfare of the residents of the properties including the maintenance and improvement of the common properties entry way, ocean access way, security gate, the roads, streets and rights of way, the payment of taxes thereof and such other purposes as may be decided by the Association.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment for each lot in the properties shall be payable quarterly, in advance.

(a) The maximum annual assessment for each calendar year shall be established by the Board of Directors and may be increased without approval by the membership by an amount not be exceed the (10%) percent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of those members who are entitled to vote at a duly called meeting of the members. Notice shall be given to all members of the proposed increase not less than ten (10) days prior to the meeting.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit or lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each of those members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein as specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each of those members who are entitled to vote and who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum of any Action Authorized Under Section 4 and Section 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those members who are entitled to vote shall constitute a quorum.

Section 7. Date of Commencement of Annual, Quarterly and Special Assessments. The annual assessments provided for shall commence as to all lots on the first day of the month following conveyance by the Developer. One-fourth (1/4) of the annual assessment shall be payable to the Association on the first day of each quarter. Quarterly periods of each year shall be on January 1st, April 1st, July 1st and October 1st. The first annual assessments shall be made for the balance of the calendar year, and the first quarterly payment shall become due and payable on the first day of the next quarter.

Annual and quarterly assessments shall be prorated between the Owners and the Association based upon the date of the deed of conveyance to the Owner except that, prorations shall be made as of the first day of the month following conveyance from the Developer.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien of the property which shall bind such property in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. (The personal obligation of the then Owner to pay such assessment shall pass to the Owner's successors in title).

If the quarterly portion of the assessment is not paid within thirty (30) days after the date when due, the full annual assessment shall become at once due and payable without notice, and the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action including attorney's fees and costs on appeal.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for such herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the properties subject to assessment; provided, however, that such subordinate shall apply only to the assessments which have been due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties as defined in Article I, Section 1, hereof.

ARTICLE V
EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance it shall in writing give notice to the Owner of a specific lot the reasons why the Association intends to provide maintenance and the Owner shall have fifteen (15) days to provide the required maintenance at Owner's cost. If the Owner does not provide the necessary exterior maintenance, then the terms of this Article shall apply.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, and provided for in the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

ARTICLE VI

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties shown on the plat and any roads, ocean access ways, and the entry way to the subdivision, and such easement of enjoyment shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the common properties until such time as the improvements thereon have been completed and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties of development to the Association, free and clear of all liens and encumbrances, at such time as Class A members are in full control of the Association.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed fifteen (15) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3)

majority of all of the members of the Association entitled to vote. Notice of any such meeting shall be given to every member not less than ninety (90) days in advance of the meeting.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvements or structure of any kind including without limitation any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Criteria of the Association, attached hereto as Schedule "C" and made a part hereof, as the same may from time to time be adopted and amended.

Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

Section 3. Powers and Duties of the ARC. The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Guidelines. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Developer Conveyance to Association. Developer shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as in the sole judgment of Developer such Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been Developer.

Section 5. Damage Deposit. The Board of Directors shall establish a damage deposit to be collected at the time of final plan review by the ARC. Such deposit shall be held in a non-interest bearing account in favor of the builder by the Board until notification from the ARC of completing of all improvements covered by the deposit. Upon recommendation of the ARC, the deposit shall be refunded keeping such amount as may be necessary to defray the cost of repairing the damage to common properties or Association properties incurred as a result of that construction.

No provision of this paragraph shall exempt the lot Owner from special assessments over and above the damage deposit.

Section 6. Contractors and Subcontractors Rules and Regulations. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations, a copy of which is attached hereto as Exhibit "B", as the same may from time to time be amended.

Section 7. Final Approval by ARC. All Final Approvals by the Architectural Review Committee or Developer, as applicable in this Article, shall be consistent with the restrictions contained in Article XVI.

ARTICLE VIII
RESTRICTIONS

Section 1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose except that Developer may use one or more lots for sales offices or model homes, and further:

No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof.

No building or other improvements shall be erected, altered or improved upon any lot without the prior ARC approval thereof as elsewhere herein provided.

When the construction or any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

Section 2. Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

Section 3. Clothes Drying Area. There shall be no clothes lines or drying yards on any part of the property.

Section 4. Trucks and Other Vehicles. Only four-wheel passenger automobiles shall be parked upon any lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored or parked on the owner's property.

Section 5. Boats. No boats shall be allowed on the property. No boat house shall be permitted.

Section 6. Signs. No sign of any kind shall be displayed to the public view of any lot except for a sign displaying the word "OPEN". This sign shall not exceed four (4) square feet, any may be displayed during the time the homeowner or his designated representative is in attendance. The sign shall be subject to the approval of the ARC.

Section 7. Condition of Lots Prior to Construction. Vacant lots must be mowed and/or properly maintained.

Section 8. Condition of Lots. Upon construction of a dwelling, all owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other lots in the subdivision.

a) All lots must be mowed and property maintained to avoid unsightly appearance.

b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time.

c) In the event that any owner shall fail or refuse to keep his lot in accordance with this restriction, then after fifteen days written notice, the Association may enter upon said lot and remove the same at the expense of the owners, and such entry shall not be deemed a trespass.

d) Said expenses shall become a lien on the property and a personal expense of the owner.

e) No weeds, underbrush or other unsightly growth 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, including vacant lots. Each vacant lot must be mowed or underbrushed, regularly, and at no time may growth thereon exclusive of trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use

in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No oil or gas storage tanks shall be permitted above or below the surface of a lot except as such underground tanks required for heating, cooking or air conditioning.

Section 11. Alterations, Additions, Etc. All alterations, additions, etc. must be presented to ARC for approval prior to work's beginning on said improvements.

Section 12. Lease of Living Units. An Owner may Lease his Living Unit to a third party only upon prior written notice to the Board of Directors. A copy of the proposed Lease agreement accompanied by a list of all intended occupants shall satisfy the written notice required herein. All Leases shall be for a minimum term of ninety (90) days. The Lease agreement shall specify that the Lessee shall not have the authority to sublet the Living Unit.

ARTICLE IX
ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving part in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

ARTICLE X
HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Developer, the Association and members thereof.

ARTICLE XI
EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certificates, in the public records of Indian River County, Florida.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of an be enforceable by the Developer, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association is seeking such enforcement.

Section 2. Speed Limit. The BEACHSIDE speed limit is 15 M.P.H. All traffic directional signs are to be followed. Association has been directed to void the construction pass of violators.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended at any time from time to time by a vote of not less than two-thirds (2/3) percent of those voting (Class A and Class B), either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments.

Amendments which may materially and significantly impede the Developer's ability to develop the BEACHSIDE SUBDIVISION, or its ability to sell improved or unimproved lots shall be submitted to the Developer for prior consent which it shall not unreasonably withhold. However, any amendments which would modify or terminate any right or reservations granted to the Developer in this Declaration must first be given written approval by the Developer.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property, must be approved by Indian River County, Florida.

Section 6. Usage. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XIII
EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements of which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility is reasonable.

ARTICLE XIV
DEFAULT

The Developer or other holder of any institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale, resulting from the foreclosure of said first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lots or chargeable for the former lot Owner which become due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all of the lot owners on a pro-rata basis if the Association deems same necessary.

Any person who acquires an interest in a lot except through foreclosure of an "institutional first mortgage" or "mortgage held by the Developer" shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida or the Developer.

ARTICLE XV
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE XVI
COASTAL CONSTRUCTION CONTROL LINE

Section 1. Major Structures.

(a) All structures or improvements proposed seaward of the Costal Construction Control Line are subject to Chapter 16B-33, Florida Administrative Code, and will be required to obtain a permit from the Florida Department of Natural Resources (Department).

(b) Notwithstanding any provision currently contained in or subsequently amended to this Declaration to the contrary, the provisions of this Article shall inure to the benefit of the State of Florida and shall be enforceable by the Department. This Article shall not be terminated or altered in any respect without the written consent of the Department.

ARTICLE XVII
LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

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

This Revived Master Declaration of Covenants, Conditions, Reservations, and Restrictions of Beachside Subdivision has been approved by more than a majority of the owners and the Florida Department of Commerce as required by Florida Statutes §720.406(2024). The letter of approval by the Florida Department of Commerce is attached hereto as Attachment "B".

The Articles of Incorporation of the Association are attached hereto as Attachment "C" and the Bylaws of the Association are attached hereto as Attachment "D".

The undersigned, Beachside Homeowners' Association, Inc., hereby consents to the terms and conditions contained in the foregoing Revived Master Declaration of Covenants, Conditions, Reservations, and Restrictions of Beachside Subdivision 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 13th day of April, 2026.

WITNESSES AS TO PRESIDENT:

Print Name: Peter Ashline
Address: 2260 E. Beachside Ln
Vero Beach, FL 32963

Print Name: Piper Ayers
Address: 505 Beachland Blvd Ste 1
Vero Beach, FL 32963

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

By: Julie O'Shea, President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [✓] physical presence or [ ] online notarization, by Julie O'Shea, as President of Beachside Homeowners' Association, Inc., [ ] who is personally known to me, or [✓] who has produced Florida Drivers License as identification on April 13th, 2026.

DALIA GONZALEZ
Notary Public - State of Florida
Commission # HH 485101
My Comm. Expires Feb 27, 2028
Bonded through National Notary Assn.

Notarial Seal

Notary Public

WITNESSES AS TO SECRETARY:

Print Name: Piper Ayers
Address: 505 Beachland Blvd Ste 1
Vero Beach, FL 32963

Print Name: Susan Lorenz
Address: 505 Beachland Blvd Ste 1
Vero Beach, FL 32963

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

By: Nancy Ashline, Secretary

Beachside Homeowners' Association, Inc. CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [✓] physical presence or [ ] online notarization, by Nancy Ashline, as Secretary of Beachside Homeowners' Association, Inc., [ ] who is personally known to me, or [✓] who has produced Florida Drivers license as identification on April 13th, 2026.

Notary Public

Notarial Seal

DALIA GONZALEZ
Notary Public - State of Florida
Commission # HH 485101
My Comm. Expires Feb 27, 2028
Bonded through National Notary Assn.

LEGAL DESCRIPTION

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 33 SOUTH RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN THENCE S 0°24'11" W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 600.02 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED.

FROM SAID POINT OF BEGINNING, RUN N 89°47'11" E, PARALLEL TO AND 600 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, 2340.58 FEET, TO A POST ON THE ATLANTIC OCEAN BEACH; THENCE MEANDERING THE ATLANTIC OCEAN BEACH, RUN S 14°50'30" E, 300.0 FEET, TO A CONCRETE MONUMENT; THENCE S 89°47'11" W, PARALLEL TO AND 869.99 FEET SOUTH OF THE AFORESAID NORTH LINE OF GOVERNMENT LOT 1, RUN 2419.46 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1, THENCE N 0°24'11" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 290.0 FEET, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A STRIP OF LAND 100 FEET IN WIDTH EXTENDING ENTIRELY ACROSS THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR STATE ROAD A-1-A; INCLUDING REPARIAN RIGHTS. CONTAINING 15.16 ACRES.

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Schedule "B"

CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. Prior to the start of construction, the contractors shall provide the Architectural Review Committee of Beachside Homeowners' Association, Inc. (Association) with an alphabetical list of the names of all personnel employed by them who will be connected with the named job. A list of all the subcontractors expected on the job is also to be provided. The purpose of this is to facilitate the issuance of the necessary passes and the control of same. Construction passes are only issued by Association and NO ONE will be admitted by Association without a properly issued pass.

Should there be a change of anyone's job status, the contractor is to notify the Association within 24 hours of such change and then submit a revised total list by the 25th day of each month until the job is completed. The purpose of this is to facilitate the issuance of renewal passes.

Should there be a need for more than one construction pass for any subcontractor, please advise their number along with the sub's name. This list should be submitted on regular 8½" x 11" stationery bearing the Contractor's letterhead, and it should show the lot number and owner's name.

2. There will be no job seekers or salespersons admitted to Beachside unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be turned away.

3. The Beachside speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security has been directly to void the construction pass of violators.

4. Contractors must confine their activities to the lot under construction. All vacant lots are private property and unless permission has been obtained, in writing, from the owner

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with a copy to Association, any use of such lots is prohibited. Association will not be responsible for vacant lots, but will call the proper authorities if trespassing is observed.

5. No fill, construction materials or trash may be dumped or stored on adjacent lots.

6. Construction sites must be kept neat. "Dumpster" type trash containers must be provided on the site not later than the beginning of the erection of the walls, and kept there until the house is complete. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.

7. No dogs will be permitted in Beachside other than those owned by Beachside property owners.

8. No contractor's or subcontractor's signs may be placed on construction sites.

9. Any damage to adjacent lots, especially swales, must be repaired by the contractor, regrated and reseeded.

10. Parking is permitted during construction on the road right-of-way. No overnight parking of vehicles or construction equipment is permitted without prior approval.

11. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectivaly marked with flags and/or paint in order that service to adjacent private properties will not be disrupted by construction.

12. Each contractor is to deposit with the Association, prior to the commencement of each project, the sum of $1,000.00 (cash or check), as a bond to afford protection for Association against damage to any utility installation, any common areas, or swales. Landscaping, pool and other contractors not under the general contractor shall deposit $500.00.

13. All contractors must carry liability insurance.

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14. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.

15. The Association reserves the right to deny the services of any contractor who previously has not been in compliance with the foregoing.

16. No radios, phonographs or tape decks are permitted.

17. NO construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Association. Work may not begin before 7:30 a.m. and all employees must be off Beachside by 5:30 p.m.

18. Heavy vibrating taping roller equipment may not be used for compacting fill.

19. Vehicles with noisy mufflers will not be admitted.

20. Turning around in property owner's driveways will not be permitted.

21. The following will also not be permitted: drinking of alcoholic beverages, firearms and fishing.

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ARCHITECTURAL CRITERIA

WHEREAS, it is the intention of the Developer, 1810 DEVELOPMENT CORP., that BEACHSIDE SUBDIVISION be developed into a community of single family homes of the highest quality.

THEREFORE, the Developer has appointed an Architectural Review Committee (ARC) comprised of a combination of property owners and paid professional consultants to evaluate proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and landscape and/or improvements, topography, and conformity with the restrictive covenants, criteria and procedures imposed by BEACHSIDE. The ARC shall, at its sole discretion, judge the adequacy of plans submitted and may reject any proposed construction or alteration or development for any reason including purely aesthetic reasons provided however that approval of plans shall not be unreasonably withheld.

The BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. through the Architectural Review Committee has the right and obligation to property owners to revise and upgrade the requirements commensurate with the ambience and values in a changing community.

These criteria reflect the current guidelines whereby the ARC shall evaluate improvements to property.

1. AUTHORSHIP OF PLANS. All building plans shall be fully dimensional and drawn and stamped by a Florida registered architect. The ARC has specific requirements as to what is acceptable in these plans.

2. Owners contemplating designing and building must first contact the ARC to obtain the forms required for the approval procedure, and to discuss qualified architects and builders.

3. PLAN COPIES REQUIRED.

a) Three copies of all plans for improvements shall be submitted. The ARC will note its approval or disapproval and comments on all three sets of plans and return two sets to the owner.

b) The ARC shall have 15 days to review plans when submitted in proper form but may request an additional 15 days extension for additional review.

4. SUBMITTAL REQUIREMENTS. All plans shall be submitted

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to the ARC in a form and manner acceptable to the Indian River County Building Department and shall include at a minimum the following: a) site plan of the lot showing existing contours and vegetation at a scale of not less than 1/8" = 1'0 scale. The site plan must show all existing improvements including utilities on the property and show all proposed construction including finish grade lines, footprint of the proposed structure, landscaping, walkways, pools, patios and decks. (Site plan must indicate how drainage will be handled.) b) Floor plans of the proposed structure at a scale of not less than 1/8" = 1"0 scale. c) Elevations of all four sides of the proposed improvements with additional details and elevations as may be necessary to fully illustrate the proposed construction at a scale of not less than 1/8" = 1'0 scale. d) Samples and colors for all exterior materials.

5. DURATION OF APPROVAL. Final approval of building, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee.

6. SINGLE FAMILY DWELLINGS ONLY. Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any lot. No free standing garages, outbuildings, sheds, barns or other structures shall be permitted except gazebos and cabanas. (See paragraph 24.)

7. INSPECTIONS. Improvements to any property will be inspected monthly by a professional representative of the ARC to assure conformity to the approved plans, and to these criteria, covenants and restrictions, and procedures. Landscaping will be final inspected upon completion. ARC shall not be responsible for local builder's code approval, etc.

8. BUILDER AND CONSTRUCTION APPROVAL. All builders or contractors must be licensed by the State of Florida and approved by the ARC. Any construction in BEACHSIDE by a builder or contractor, even though the builder or contractor has been approved by the ARC, which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or his assigns by purchasing property in BEACHSIDE hereby gives his permission to the ARC or its representative to inspect the work being done on his property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home within an eighteen (18) month duration. Construction must proceed on a timely basis.

9. LAYOUT AND TOPOGRAPHY. No foundation for a building shall be poured, nor shall construction commence in any manner

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or respect, until the layout for the building is approved by the ARC. No change in the grade or topography of the lot either for construction or landscaping shall be made without written approval of the ARC. The finish floor elevation of the house must be approved by the ARC. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

10. EXTERIOR COLOR PLAN AND MATERIALS. The ARC shall give final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color scheme of and for BEACHSIDE. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted. Samples of proposed exterior colors or color changes shall be submitted and approved well in advance of their actual application. Artificial, simulated or imitation materials shall not be permitted without the approval of the ARC. Siding, if wood, must be of cedar, redwood, or cypress only. Samples of proposed exterior materials may be required at the time plans are submitted.

11. LANDSCAPING. Because of the extensive amount of naturally occurring vegetation in BEACHSIDE, it is the stated intent of these Architectural Criteria to emphasize the need for carefully landscaped lawns and it shall be the responsibility of the ARC to insure that adequate landscaping is provided for on every home. A basic landscaping plan and lot clearing plan for each home must be submitted to and approved by the ARC prior to work being initiated and shall include the following:

a) A minimum expenditure of 6% of the estimated construction costs (minimum of $10,000.00), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC.

b) Sodding will be required on all front, side and rear yards.

c) An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all lots. All well water for irrigation must be chemically tested to remove iron from water so as to prevent iron or tree stains from staining the property or any improvements placed thereon.

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d) All portions of lots referred to in these restrictions lying between the building line and street or roadway line shall be used only for ornamental purposes and shall be landscaped in accordance with rules established by the ARC.

e) Landscaping according to the approved plan must be completed within sixty (60) days of substantial (as determined by ARC) completion of a home.

12. FLOOR ELEVATIONS. To comply with County regulations, the basic ground floor elevation of the house must be at least 18" above the level of the crown of the street. Basic ground floor elevations may not, however, exceed 36" above crown of the street unless specifically approved. Setting first floor elevations at acceptable levels will enable a homeowner to obtain flood insurance under Federal regulations. Determining acceptable elevations should be accomplished through consultation with the ARC. Existing grades on neighboring properties and drainage will be a consideration.

13. SETBACKS.

SETBACK REQUIREMENTS (I.E. "REQUIRED YARDS")

Front Yard	25 Feet
Side Yards	15 Feet Each
Rear Yard	25 Feet

The above setbacks are minimum and may be increased by the ARC. No balconies shall be allowed in the required yards. Roofs may extend 4 feet into the required yards, minimum 7 feet above first floor grade. Walls and fences shall be allowed only as approved. No swimming pool shall be located closer than 15 feet to any property line; driveways and sidewalks shall be per County Code, if approved by the ARC. There shall be no other structures of any kind in the required yards. No structures shall be allowed within the road easements, except mailboxes.

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14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 2,000 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost

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of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping.

15. ROOFS. There shall be no exposed flat roofs or roof pitches, less than six feet in twelve feet (6 in 12) except porches, patios and flare eaves. All roofs shall be either tile or cedar shakes. No asphalt roofs will be permitted.

16. BLOCK. There shall be no exposed block.

17. EXTERIOR FLASHINGS, VENTS, ETC. All exterior flashing and metal work shall be of copper. No plumbing vents, exhaust fans, etc. are to protrude through the roof on the front side of the roof and shall not be seen from the street.

18. SOLAR PANELS. A limited number of solar panels are permitted, but a large number of panels renders the roof unslightly and detracts from the aesthetic image of the house and neighborhood. The area devoted to solar panels should accordingly be in reasonable and minor proportion to the area of the section of the roof on which they will be installed and, where possible, attached to the least conspicuous part of the roof. Specific approval of the solar panel design must be obtained. Heating of pools with solar panels is prohibited.

19. AWNINGS, SHUTTERS, FENCES AND WALLS.

a) Awnings, canopies and shutters shall not be attached or affixed to the exterior of the residence without prior approval of the ARC.

b) A composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARC. The ARC shall require the composition of any fence or wall to be consistent with the materials used in the surrounding homes and other fences, if any and shall be of a uniform shadow box effect. Fences and walls shall be in keeping with the exterior design of the residence and shall comply with the applicable restrictions and town ordinances.

c) Masonry walls will be allowed within the setbacks as permitted by the ARC for air conditioning, privacy or trash enclosures.

d) Hedges for privacy will be allowed within the setbacks and along the property lines subject to approval by the ARC as to location and height. Hedges within 25' of the shoreline will be limited in height to 4'.

20. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING.

a) All residences shall have a minimum of a two (2) car garage but shall have not more than a three (3) car garage,

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with a minimum size requirement of 20' by 20'. There shall be no front opening garage doors, except as approved by the ARC.

b) All dwelling shall have a Chattachoochee, impression concrete, brick, or precast paver driveway of at least eighteen (18) feet in width at the entrance in the garage. No plain concrete or asphalt driveways will be allowed. All driveway materials must be approved by ARC.

c) All exterior walks must be a minimum in width of three (3) feet and of a composition compatible with the surrounding dwellings, porches and patios. No gravel allowed for finished work. All walkway materials must be approved by ARC.

d) All proposed exterior lighting shall be moderate and shall be detailed on the plans. The wattage, aiming angle and light color must be shown on the plans. Colored lighting is prohibited. No exterior lighting shall be permitting which, in the opinion of the ARC, would create a nuisance to adjoining property.

21. WINDOWS, DOORS, SCREENING, PORCHES AND PATIOS.

a) Brightly finished, mill finished aluminum, metal doors, windows, screens, louvers, exterior trim or structural members shall not be permitted. Metal window, door and porch framing and trim shall be painted a color approved by the ARC and compatible with surrounding structures.

b) All screening must be of dark color material.

c) Window reflective filming shall not be permitted. Reflective glass shall not be permitted.

d) Sliding glass doors are not permitted except on rear elevations not visible from the street.

22. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

23. SWIMMING POOLS, SPAS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTIVES.

a) Above ground swimming pools or spas shall not be permitted. Any swimming pool to be constructed on any lot shall be subject to approval of the ARC. Screened pools may be permitted when designed as an integral part of the roof and walls. The screening must not obstruct the view from other houses. The structural members must be composed of materials utilized on or within the main structure of the residence so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character and theme.

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b) LP gas tanks must be buried but shall not be placed within any utility easement.

24. MAILBOXES. All mailboxes and newspaper boxes are to be of one design throughout the entire subdivision and must be approved by the ARC. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARC, shall replace the boxes or receptacle previously employed for such purpose or purposes with wall receptacles attached to dwellings. The builder or contractor shall be required to furnish a mailbox for each new home.

25. GAZEBOS AND CABANAS. No gazebos or cabanas shall be constructed or erected on or in any part of such subdivision without the approval of the ARC. Nor shall any application be made to any governmental authority or agency without prior approval for such structure by the ARC.

26. ANTENNAS. No aerial, antenna, or satellite dish antenna shall be placed or erected upon any lot, or affixed in any manner to the exterior of any building.

27. GATES, ARCHES, COLUMNS, ETC. in walls or at driveways or entryways may be disallowed if deemed to ornate or inappropriate for the architecture. Large pedestals, vases, site lights, statues, sculptures, etc. in any portion of the yard or structure may likewise be disallowed, all must meet approval of ARC.

28. OUTSIDE EQUIPMENT AND CONTAINERS. Swimming pool, air-conditioning, sprinkler equipment, trash cans, etc. shall be screened with walls and fences approved by ARC.

29. REMOVAL OF TREES. In reviewing building plans, the ARC shall take into account the natural landscaping such as the trees, shrubs and encourage the owner to incorporate them in his landscaping plan. No trees of more than three (3) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARC, which approval may be given when such removal is necessary for the construction of a dwelling or other improvements. Any tree that has to be moved for construction of a dwelling must be replanted on the same lot and properly cared for to insure living. If the trees do not survive the transplating, they must be replaced by a tree of equal or greater size. Clearing of any lot without ARC approval is prohibited.

30. SIGHT DISTANCE OF INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting

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them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. Shrubs no taller than four (4) feet within twenty-five (25) feet of the property line on ocean.

31. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

32. FIREPLACES. All fireplaces shall be of a masonry construction with an exterior facade of masonry and no metal or prefabricated units shall be permitted.

33. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARC.

34. STAIRWAYS. No exterior stairways shall be permitted without the approval of the ARC.

35. CONSTRUCTION, MAINTENANCE AND NON-EMERGENCY ACTIVITY. All construction, maintenance and non-emergency activity and all related personnel must begin work no earlier than 7:30 a.m. and must cease and be off of the property no later than 5:30 p.m. There shall be no construction, maintenance including mowing lawns or non-emergency activity on Sundays or any principal holidays. There shall be no truck deliveries of any kind made after 5:00 p.m. on any day.

36. PREWIRING. All new dwellings must be prewired for security systems, telephone, cablevision.

37. GARBAGE, TRASH CONTAINERS AND MISCELLANEOUS EQUIPMENT. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in covered sanitary containers, and except during pick-up hours, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARC shall require to be constructed with each dwelling. Garbage and rubbish receptacle shall be in complete conformity with sanitary regulations and shall not be visible from adjoining lots or public areas. No owner or contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

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LANDSCAPE PLAN REQUIREMENTS

Per the Architectural Criteria, paragraph 10, the ARC will require a minimum expenditure of six percent (6%) of estimated construction cost as determined by the ARC. Landscaping according to the approved plan must be completed within sixty (60) days of substantial completion of a home.

The ARC may require a copy of the landscape proposal in addition to the landscape plan in order to help ascertain if an appropriate expenditure of material is being installed, and by an approved nurseryman.

The following sets forth the landscape plan approval procedure which is designated to achieve the desired results and at the same time minimize the cost of preparation and submission. An automatic irrigation system is required on all properties and shall be installed prior to completion of landscape installation.

The landscape plan shall consist of two parts, shall be to required scale and shall provide as follows:

Part I - Preliminary Landscape Plan-(not less than 1/8" scale)

The preliminary landscape plan shall show tree, palm and shrub locations, sizes (height, spread and caliber), lot contouring, fill dirt and elevation and perimeter planting. A minimum of six (6) shade trees per construction site is considered to be appropriate. The landscape plan should include the required shade trees, in addition to any palms that are deemed to be desirable. Since some species of palms are native an effective grouping of palms can be substituted for up to 50% of required shade/canopy trees per site. This is especially practical for oceanfront lots where salt tolerances and adaptability are of prime concern.

A grouping of three (3) Sabal Palms spaced no greater than seven (7) feet apart will be the equivalent of one (1) shade tree. Sabal palms must have a minimum of 10' of clear trunk (c.t.) at time of planting.

A grouping of two (2) Cocos Plumosa spaced no greater than nine (9) feet apart will be the equivalent of one (1) shade tree.

Existing trees on personal lots will be counted toward the tree requirements. The ARC shall reserve the right to vary the tree requirement on a lot by lot basis.

A minimum overall height of such shade trees shall be ten (10) feet and the trunk shall caliber to a minimum of two inches at the time of planting for all required trees. The caliber measure shall be gauged 3½' above the root ball of the

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tree. An adequate specification as to spread of all canopy trees shall be called out on the plan. A minimum standard for overall height, clear trunk (c.t.), clear wood (c.w.) and caliber of all proposed Cocos Plumosa and Royal Palm is diagrammed on Figure 1 attached. Where a multi-trunk tree is used, a minimum caliber of 1 3/4" per each trunk with a minimum of three trunks shall be the required standard.

Varieties that are consistent with BEACHSIDE'S landscaping, and are of sufficient cold-tolerant nature, including but are not limited to: Heritage Live Oak, Carrotwood, Red Maple, Camphor, Sycamore, Silk Oak, Eucalyptus, Myrica Cerifera (Wax Myrtle) and Eriobotya Japonica (Loquat).

Part II - Final Landscape Plan - (not less than 1/8" scale)

The final landscape plan shall be based on the final approved building elevations, and shall set forth the following: (in addition to tree positions, tree measurements, lot contouring and perimeter planting--as outlined in Part I - Preliminary Landscape Plan).

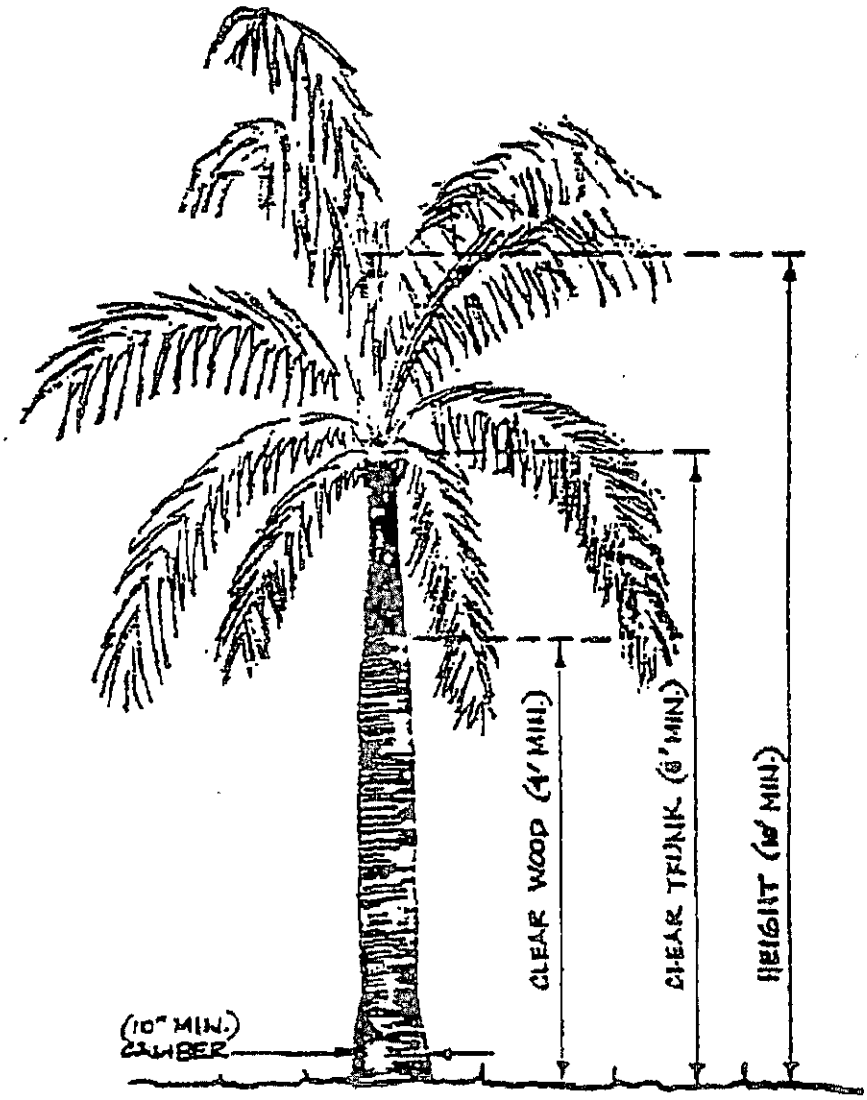
a.) Location, size, type and number of all proposed plantings;
b.) Area and type of grass;
c.) Location, area and height of all planting berms;
d.) Depth of soil suitable for planting in each designated planting area;
e.) Method of handling storm water run-off;
f.) Integration of landscaping with driveway and storm swale;
g.) Treatment of both sides of all retaining and privacy walls and/or fences;
h.) Detail for screening of all exterior equipment such as pool, air-conditioning and garbage, etc. Plant material is not acceptable screening.

Plantings shall not interfere with the sight lines of vehicular traffic and shall not inhibit views from neighboring units. (See paragraph 29, "Architectural Criteria".) Shade and shadow patterns of trees and potential damage by encroaching roots and branches should be considered in all tree placements. Appropriate sized (i.e., height and spread) shall reflect the intended use and location of all proposed trees.

Clusters of plant material shall be situated to complement the residence with consideration of mature sizes key when determining locations. Long horizontal or vertical surfaces of structures should be interrupted and modulated by clusters of irregularly spaced plantings.

The landscaping of the finished lot shall be in strict conformance with the approved plot and landscape planting plans. Any deviation must gain prior approval of the ARC. The finished job will be inspected by the ARC to assure conformance to the approved plan.

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(FIG. 1) MINIMUM STANDARD - ARECASTRUM ROMANZOFFIANUM
ROYSTONEA ELATA

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BEACHSIDE APPROVAL PROCEDURE

Every property owner wishing to construct or modify a residence in BEACHSIDE must apply to:

BEACHSIDE ARCHITECTURAL REVIEW COMMITTEE ("ARC")
901 Martin Downs Blvd., Suite 208
P.O. Box 2032
Stuart, Florida 34995

for site plan and design approval prior to seeking a County site plan approval and County building permit, and/or proceeding with any work.

All building plans and specifications must be DRAWN and STAMPED by a registered Florida architect and the proposed contractor must be a qualified home builder licensed in Indian River County.

I. PRELIMINARY APPROVAL:

Every applicant must provide the ARC with three (3) sets of the following:

A. Preliminary site plan drawn at not less than 1/8" = 1'0 scale; the proposed location of structure(s), driveway(s), swales, pools, porches, patios, walks and setbacks.

B. Preliminary floor plans drawn at not less than 1/8" = 1'0 scale showing all governing outside dimensions.

C. Preliminary elevations drawn at not less than 1/8" = 1'0 scale showing design intent and illustrating materials specified by the architect for exterior treatment. Material samples may be submitted at this time, if available. Garage doors should be detailed and color indicated.

D. Preliminary Landscape Plan.

E. Elevations above street level and any fill incorporated into landscaping plans for berms, etc.

F. Label elevations "front, rear, left, right", not "north, south, east, west".

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II. FINAL APPROVAL:

As soon as possible after preliminary approval has been obtained, the applicant must provide the ARC with three (3) sets of the following:

A. Final site plan.

B. Construction plans should include basic ground floor elevations and should be complete so far as they refer to the exterior appearance of the building(s) and should include information and samples (if not previously submitted) of materials, finishes and colors to be used.

C. Final landscaping plans, including tree and plant list and sizes. (See Section c, Landscape Plan Requirements.)

Upon finding all submissions in order, the ARC will indicate its approval by stamping all final plans. At least one complete set of all plans will be kept by the ARC.

OR0986PG2901

APPLICATION FOR APPROVAL

FROM: _____ _____ _____
ARCHITECT OWNER LOT #

TO: BEACHSIDE ARCHITECTURAL REVIEW COMMITTEE

Gentlemen:

We are hereby requesting review and approval of the documents listed below in accordance with the requirements as set forth in the Master Declaration of Covenants, Conditions, Reservations and Restrictions and Beachside Subdivision approval procedure.

		SUBMITTAL DATE	APPROVAL DATE
I.	PRELIMINARY APPROVAL		
( )	Application Fee ($200.00)*	_____	_____
( )	Site Plan	_____	_____
( )	Floor Plan	_____	_____
( )	Elevations	_____	_____
( )	Landscaping	_____	_____
( )	Exterior Materials	_____	_____
( )	Exterior Colors	_____	_____
II.	FINAL APPROVAL		
( )	Site Plan	_____	_____
( )	Construction Plans	_____	_____
( )	Exterior Color(s)	_____	_____
( )	Landscaping	_____	_____
( )	Restoration Deposit	_____	_____

* A one-time application fee of $200.00 is required with initial submission of this form.

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Rec 19.50

Return To:
SAMUEL A. BLOCK, P.A.
2127 16th AVE.
VERO BEACH, FL 32960

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

0926342

96 FEB 16 PM 3:56

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 1810 DEVELOPMENT CORP., a Florida Corporation (hereinafter referred to as "Developer"), is the maker of that certain **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida (hereinafter referred to as "Declaration"); and,

WHEREAS, according to Section 5, *Amendment*, of Article XII of said Declaration, Members possessing at least two thirds (2/3) of the total number of votes possessed by all Members have the right to execute an amendment to said Declaration and file said amendment on the public records of Indian River County, Florida; and,

WHEREAS, as of the date of the execution of this document, **1810 DEVELOPMENT CORP.** is the Developer; and,

WHEREAS, Developer is in possession of at least two-thirds (2/3) of the total votes of all members of Beachside Subdivision; and,

WHEREAS, Developer desires to amend Subparagraph a) of Paragraph 11 and all of Paragraph 14 of the **ARCHITECTURAL CRITERIA**, which is attached to the Declaration as Schedule "C".

NOW THEREFORE, Developer amends the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida, in the manner following.

1. Subparagraph a) of Paragraph 11 of Schedule "C", ARCHITECTURAL CRITERIA,

OR 1091 PG 2306

of the Declaration shall be amended to read as follows:

"a). A minimum expenditure of six percent (6%) of the estimated construction costs (a minimum of $10,000.00 for that portion of Beachside lying East of Highway A-1-A, and a minimum of $5,000.00 for that portion of Beachside lying West of Highway A-1-A), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC."

2. Paragraph 14 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

"14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 1,800 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping."

3. Except as specifically amended herein, in all other respects, the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, shall remain in full force and effect and are ratified and confirmed.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 29th day of January, 1996.

1810 DEVELOPMENT CORP.

Attest:

By: _____
Donald W. Forbes, President

_____
Edward Cassatly, Secretary

(CORPORATE SEAL)

OR 1091 PG 2307

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 acknowledgements, personally appeared Donald W. Forbes, personally known to me, or who produced N/A as identification, and known to me to be the President, of 1810 DEVELOPMENT CORP., a Florida Corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 16th day of February, 1996.

Notary Public. Sharla L. Russell
Notary Public State of Florida
My Commission Expires: 2/20/96

OFFICIAL SEAL
SHARLA L. RUSSELL
My Commission Expires
Feb. 20, 1996
Comm. No. CC 180028

STATE OF FLORIDA

COUNTY OF ✓ Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Edward Cassatly, Jr., personally known to me, or who produced ✓ as identification, and known to me to be the Secretary of 1810 DEVELOPMENT CORP., a Florida Corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this ✓29 day of ✓January, 1996.

✓ Elizabeth Jean Bruns
Notary Public.

(Notary Seal)

Elizabeth Jean Bruns
Notary Public, State of Florida
Commission No. CC 239293
My Commission Expires 10/28/98

THIS INSTRUMENT PREPARED BY:
SAMUEL A. BLOCK, P.A.
2127 10th Avenue
Vero Beach, Florida 32960
(407) 562-1600

W:\DOCS\HO\BACHSIDE\BEACHDEC.AMD

OR 1091 PG 2308

RESOLUTION OF MEMBERS OF
BEACHSIDE SUBDIVISION

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of **1810 DEVELOPMENT CORP.**, a Florida Corporation, and the keeper of the records of the Company; that the following is a true and correct copy of the resolution duly adopted at a meeting of the Owners of said Beachside Homeowners' Association, Inc. held in accordance with its Articles of Incorporation, and that the same is now in full force and effect:

COPY OF RESOLUTION

BE IT RESOLVED, That the **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS OF BEACHSIDE SUBDIVISION**, dated the 30th day of November, 1993, and recorded in Official Record Book 0998 Page 2864, public records of Indian River County, Florida, be amended as follows:

1. Subparagraph a) of Paragraph 11 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

   "a). A minimum expenditure of six percent (6%) of the estimated construction costs (a minimum of $10,000.00 for that portion of Beachside lying East of Highway A-1-A, and a minimum of $5,000.00 for that portion of Beachside lying West of Highway A-1-A), not including sprinkler system or sod, shall be spent on landscaping. Lots which are heavily wooded may receive a credit toward the minimum expenditures stated above, at the sole discretion of the ARC."

2. Paragraph 14 of Schedule "C", ARCHITECTURAL CRITERIA, of the Declaration shall be amended to read as follows:

   "14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 1,800 square feet on the west side, b) 3,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than 2,300 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping."

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, this 27th day of January, 1996.

Edward Cassally, Secretary

W:\DOCS\1810\BACHSIDE\BEACHDEC.AMD

OR 1091 PG 2309

3120130021464 RECORDED IN THE REC[illegible]DS OF JEFFREY R. SMITH, CLERK OF CI[illegible]IT COURT INDIAN RIVER CO FL
BK: 2656 PG: 2378, 4/5/2013 3:25 PM

CERTIFICATE OF AMENDMENT TO ARCHITECTURAL CRITERIA OF BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS CERTIFICATE OF AMENDMENT TO ARCHITECTURAL CRITERIA OF BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., is made this 5th day of April 2013, by BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as the "Association.")

WITNESSETH:

WHEREAS, the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision (hereinafter "Declaration"), is recorded in Official Records Book 998, Page 2864, of the Public Records of Indian River County, Florida; and

WHEREAS, Schedule "C" of the Declaration establishes the Architectural Criteria for the Beachside Subdivision (hereinafter "Architectural Criteria"); and

WHEREAS, Article IV, Section 10(D) of the By-laws of Beachside Homeowners' Association, Inc. provides that the Board of Directors of the Association shall have the authority to make and amend regulations governing the use of the property; and

WHEREAS, all of the requirements necessary to effect an amendment to the Architectural Criteria have been met.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and for the purposes of protecting the value, attractiveness, and desirability of the Property, as said Property is defined in the Declaration, the Association hereby amends the Declaration as follows:

A. The above recitals are affirmed as being true and correct and hereby incorporated by reference.

B. Section 2 of the Architectural Criteria is hereby amended as follows:

2. Owners contemplating designing and building must first contact the ARC to obtain the forms required for the approval procedure, ~~and~~ to discuss qualified architects and builders; and to review fee schedules for plan submission and construction. The fee schedule shall be as follows: $500.00 shall be due and payable to the Association at the time of the initial plan submission to the ARC. Prior to commencement of construction, Owners shall be required to pay to the Association a $2,500.00 fee for damage and compliance, which shall be refundable, in whole or in part, at the conclusion of construction depending on whether the Owner, or his or her agents, have caused any damage to Association property during construction. Owners shall also be required to pay to the Association a $2,500.00 non-refundable fee for the Association's Infrastructure Improvement Fund which shall be due prior to the start of construction.

C. Section 6 of the Architectural Criteria is hereby amended as follows:

6. SINGLE FAMILY DWELLINGS ONLY. Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any lot. No free standing garages, outbuildings, sheds, barns or other structures shall be permitted, except cabanas in conjunction with a pool and/or courtyard. (See paragraph 25.)

D. Section 8 of the Architectural Criteria is hereby amended as follows:

8. BUILDER AND CONSTRUCTION APPROVAL. All builders or contractors must be licensed by the State of Florida and approved by the ARC. Any construction in BEACHSIDE by a builder or contractor, even though the builder or contractor has been approved by the ARC, which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or his assigns by purchasing property in BEACHSIDE hereby gives his permission to the ARC or its representative to inspect the work being done on his property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home within an eighteen (18) month duration for non-ocean front lots and twenty-four (24) months duration for ocean front lots. Construction must proceed on a timely basis.

E. Section 10 of the Architectural Criteria is hereby amended as follows:

10. EXTERIOR COLOR PLAN AND MATERIALS. The ARC shall give final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color schemes of and for BEACHSIDE. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted. Samples of proposed exterior colors or color changes shall be submitted and approved well in advance of their actual application. Artificial, simulated or imitation materials, except for cement board in the form of siding planks, shall not be permitted without the approval of the ARC. Siding, if wood, must be of cedar, redwood, or cypress only. Samples of proposed exterior materials may be required at the time plans are submitted.

F. Section 14 of the Architectural Criteria is hereby amended as follows:

14. MINIMUM SQUARE FOOTAGE. The main residential dwellings consisting of one story shall not consist of less than a) 2,000 square feet on the west side, b) ~~3,000~~ 4,000 square feet on the oceanfront lots and c) 2,300 square feet for all other east side lots, all exclusive of garages, covered walks, porches and auxiliary buildings. The main residential dwellings consisting of two stories shall not consist of less than ~~2,300~~ 3,000 square feet, exclusive of garages, covered walks, porches and auxiliary buildings. The height of any building shall not be more than two (2) full stories above street level and not exceed more than thirty-five (35) feet. No residence shall be erected, placed or permitted to remain in said subdivision the cost of construction of which shall be less than $125,000.00, exclusive of auxiliary buildings, pool and landscaping.

G. Section 15 of the Architectural Criteria is hereby amended as follows:

15. ROOFS. There shall be no exposed flat roofs or roof pitches, less than six feet in twelve feet (6 in 12) except porches, patios and flare eaves. All roofs shall be either tile or cedar shakes, Roofs may also be of galvalum metal with exterior copper flashing and must further comply with the guidelines established by the ARC for metal roofing. No asphalt roofs will be permitted.

H. Section 25 of the Architectural Criteria is hereby amended as follows:

25. GAZEBOS AND CABANAS. No gazebos or cabanas shall be constructed or erected on or in any part of such subdivision without the approval of the ARC, except cabanas constructed or erected in conjunction with a pool and/or courtyard. Nor shall any application be made to any governmental authority or agency without prior approval for such structure by the ARC.

I. Section 32 of the Architectural Criteria is hereby amended as follows:

32. FIREPLACES. All fireplaces shall be of a masonry ~~construction with an~~ exterior facade ~~of masonry and with~~ no metal or prefabricated ~~units shall be permitted~~ components being exposed to the exterior of the dwelling without the approval of the ARC.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

Signed, Sealed and Delivered
in the presence of:

Witness

Witness

Witness

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation.

By: _____
Its President

By: _____
Its Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instruments was acknowledged before me this 5th day of April, 2013 by Allen Reynolds and George Petterolf, President and Secretary, respectively, of Beachside Homeowners' Association, Inc., who are personally known to me or have produced FL DL as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Architectural Criteria of Beachside Homeowners' Association, Inc., and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 5th day of April, 2013

NOTARY PUBLIC, State of Florida

My Commission Expires:

NICHOLAS TUCKER
Notary Public - State of Florida
My Comm. Expires Feb 11, 2014
Commission # DD 960598
Bonded Through National Notary Assn.

Z:\Block Directory\CLIENT DIRECTORY\Beachside Homeowners Assoc\Certificate of Amendment.wpd

ATTACHMENT "A"

NAMES & ADDRESSES OF CURRENT LOT OWNERS
AND
LEGAL DESCRIPTIONS

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

(with a total of 18 lots listed below)

PARCEL OWNER AND ADDRESS	PARCEL ID & LEGAL DESCRIPTION
Maria B. Cervantes 2200 East Beachside Lane Vero Beach, FL 32963	Lot 1, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Lazaro Lopez **Luisa F. Lizarralde** 2220 East Beachside Lane Vero Beach, FL 32963	Lot 2, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Peter Ashline **Nancy Ashline** 2240 East Beachside Lane Vero Beach, FL 32963	Lot 3, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Joao Bosco Rezende Panattoni Filho, Trustee **Monica Daloco Panattoni, Trustee** 2260 East Beachside Lane Vero Beach, FL 32963	Lot 4, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida, including the following; commencing at the Northeast corner of Lot 4, Beachside Subdivision, as recorded in Indian River County, Florida in Plat Book 14, Page 9, thence South 00 Degrees 37'26" East, on the East line of said Lot 4 a distance of 56.89 feet to the Point of Beginning; thence continue on said line South 00 Degrees 37'26" East a distance of 22.86 feet; thence parallel to the North of said Plat South 89 Degrees 22'34" West a distance of 3.09 feet to the East line of said Lot 4; thence along the East line of said Lot 4 North 07 Degrees 05'28" East a distance of 23.06 feet to the place and Point of Beginning.
Julia O'Shea **Sean F. O'Shea** 2280 East Beachside Lane Vero Beach, FL 32963	Lot 5 and a portion of Lot 6, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida, being and lying North of a presumed line commencing at a point which lies 40 feet South of the Northeast corner of Lot 6 along a bearing of South 11 Degrees 00 Minutes 42 Seconds West measured from the Northeast corner of Lot 6 (Point of Commencement), thence run South 89 Degrees 22 Minutes 34 Seconds West to the Point of Intersection of said presumed line and the right-of-way of East Beachside Lane, as said East Beachside Lane is depicted on the Plat of said Beachside Subdivision (Point of Termination). **LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:** Commencing at the Northeast corner of Lot 4, Beachside Subdivision, as recorded in Indian River County, Florida in Plat Book 14, Page 9, thence run South 00°37'26" East, on the East line of said Lot 4, a distance of 56.89 feet to the Point of Beginning; thence continue on said line South 00°37'26" East a distance of 22.86 feet; thence parallel to the North of said Plat South 89°22'34" West a distance of 3.09 feet to the East line of said Lot 4; thence along the East line of said Lot 4 North 07°05'28" East a distance of 23.06 feet to the place and Point of Beginning.
Elke Brockway, Trustee 2290 East Beachside Lane Vero Beach, FL 32963	Lot 6, less a portion being a (Conservation Easement) and Lot 7, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida, and lying North of a presumed line commencing at a point which lies 40 feet South of the Northeast corner of Lot 6 along a bearing of South 11 Degrees 00 Minutes 42 Seconds West, measured from Northeast corner of said Lot 6 (Point of Commence). Thence South 89 Degrees 22 Minutes 34 Seconds West to Point of Intersection of said presumed line and the right-of-way line of East Beachside Lane, as said East Beachside

	Lane is depicted on the plat of Beachside Subdivision, Plat Book 14, Page 9 (Point of Termination).
James M. Gordon **Eileen M. Gordon** 2265 East Beachside Lane Vero Beach, FL 32963	Lot 8, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Renee A. Kelly 2245 East Beachside Lane Vero Beach, FL 32963	Lot 9, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Daniel D. Sutphin **Rebecca V. Sutphin** 2225 East Beachside Lane Vero Beach, FL 32963	Lots 10 and 11, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Alan Thomas Commet **Wenfei Wang** 2185 East Beachside Lane Vero Beach, FL 32963	Lot 12, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Dennis O. Davis **Ana Maria Davis** 2165 West Beachside Lane Vero Beach, FL 32963	Lot 13, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
James B. Gregg **Annetta O. Gregg** 2145 West Beachside Lane Vero Beach, FL 32963	Lot 14, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Robert C. Vander Straten **Sim-Wing Gohard** 2125 West Beachside Lane Vero Beach, FL 32963	Lot 15, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Sean Lewis **Julia Lewis** 2105 West Beachside Lane Vero Beach, FL 32963	Lot 16, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
David Strawderman, Trustee **Kay Strawderman** 2120 West Beachside Lane Vero Beach, FL 32963	Lot 17, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Karen P. Strawderman 2140 West Beachside Lane Vero Beach, FL 32963	Lot 18, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Angus S. Lumsden **Tamara B. Lumsden** 2160 West Beachside Lane Vero Beach, FL 32963	Lot 19, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.
Brigitte Lenay 2180 West Beachside Lane Vero Beach, FL 32963	Lot 20, Beachside Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 9, of the Public Records of Indian River County, Florida.

ATTACHMENT "B"

LETTER OF APPROVAL BY FLORIDA DEPARTMENT OF COMMERCE

FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

April 3, 2026

Elizabeth P. Bonan, Esq.
Ross Earle Bonan Ensor, and Carrigan P.A.
Post Office Box 2401
Stuart, Florida 34995

Re: Beachside Homeowners' Association, Inc., Approval Determination Number: 26055

Dear Ms. Bonan,

The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Master Declaration of Covenants, Conditions, Reservations, and Restrictions (Declaration of Covenants) and other governing documents for Beachside Homeowners' Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

In the event any third-party challenges this determination, the Association shall be responsible for defending this determination and the Association's compliance with the requirements of Chapter 720, Part III, Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pm/rm

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

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

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

ATTACHMENT "C"

ARTICLES OF INCORPORATION

Return to: Samuel A. Block, P.A., 2127 Tenth Avenue, Vero Beach, Florida, 32960

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on July 20, 1993, as shown by the records of this office.

The document number of this corporation is N93000003354.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of July, 1993

Jim Smith
Secretary of State

CR2E022 (2-91)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
BEACHSIDE 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 BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association. The place of business shall be 750 N.W. 10th Terrace, Post Office Box 2032 Stuart, Florida, 34995-2032, until changed by the owners at the first meeting.

ARTICLE II
Purposes

The purposes for which the Association is organized are as follows:

2.1 To establish, maintain and operate a Corporation not for profit; to uphold, maintain and promote the property interests and rights of member owners and residents of the following described real property located in Indian River County, Florida:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

And to do any other thing necessary or desirable in the interests of the safety, health, protection, comfort and convenience of such member property owners and residents.

2.2 To make and establish reasonable rules and regulations governing the use and maintenance of real property described above.

2.3 To collect, from time to time, assessments from owners to defray expenses of operation of the corporation, including but not limited to, security, taxes, maintenance, utilities,

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Samuel A. Black, P.A.
2127 TENTH AVENUE
VERO BEACH,
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32960
TELEPHONE
(407) 562-1600
TELEFAX
(407) 562-1740

reserves and expenditures for capital improvements, improvements and repair of commonly-owned property with particular reference to entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area. The individual assessments will be based upon an allocation of One-Twentieth (1/20) share per individual lot owner of the total common expenses except where the membership votes for a special assessment for a particular purpose for the benefit of a specific area of the properties in which event a majority of the members to be assessed must approve the special assessment.

2.4 To enforce and abide by the provisions of any covenants or restrictions which are, or may be, applicable to the property and which may be adopted from time to time as provided in the By-Laws of the Association.

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, entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area 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 Beachside Subdivision.

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 maintain, repair, replace and operate the corporate properties.

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

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

3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Beachside Subdivision and which may be adopted from time to time as provided in the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, as they may 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 in areas lying within Beachside Subdivision as described in paragraph 3.1 above and are shown as "common areas" on the plat of Beachside Subdivision which is attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision 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 Beachside Subdivision 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 attorneys' fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording on 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.

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DOC# 01512921

3.8 To reconstruct improvements comprising the items and areas lying within Beachside Subdivision as described in paragraph 3.1 above, and designated as common areas on the plat of Beachside Subdivision attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, 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.

3.10 To own and hold fee simple title to lands within reasonable proximity to the corporate properties, upon which the entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area are, or may be, constructed for the benefit of lot owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all lot owners in the corporate properties to be established upon the lands previously described herein. The Corporation shall assess each lot for its prorata share of the cost and expenses of operation and maintenance of the said facilities based upon the proration as set forth in ARTICLE II, paragraph 2.3.

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

3.12 To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, these Articles of Incorporation and the By-Laws.

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The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision and the By-Laws.

ARTICLE IV

Duties

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-061-0567N requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

ARTICLE V

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VI

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.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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(407) 562-1740

OR Book/Page: 3854/953 Clerk's #2929923

ARTICLE VII

Assessments

The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

ARTICLE VIII

Members

8.1 Membership. Every person or entity, including 1810 DEVELOPMENT CORP., its successors or assigns (hereinafter "Developer"), who is a record Owner of a fee or undivided fee interest in any lot or living unit which is subject to covenants or record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

8.2 Voting Rights. The Association shall have two classes of voting membership:

Class A: Call A members shall be all those Owners as defined in paragraph 8.1 above with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit which they hold the interests required for membership by paragraph 8.1, hereof. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit which is owned by more than one person.

Class B: The Class B member shall be Developer. The Class B member shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by paragraph 8.1 until such unit is first sold, provided that the Class B membership shall cease and become converted

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to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or

(b) on December 31, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot or living unit in which it holds the interests required for membership under paragraph 8.1.

ARTICLE IX

Board of Directors

9.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than five (5) persons. Directors need not be members of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association. The Directors of the Association shall be elected at the annual meeting of the Association.

9.2 The first election of Directors shall be held upon the first to occur of the following events:

a. The total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership;

b. December 31, 2000; or

c. At the time the Developer determines.

The Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by the remaining Directors.

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

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Name	Address
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart, FL 34995
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432

ARTICLE X

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 Directors annually at its meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers, who will serve until their successors are designated, are as follows:

Name	Address	Office
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart, FL 34995	President
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963	Vice President
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432	Secretary/ Treasurer

ARTICLE XI

Bylaws

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XII

Amendments

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

12.1 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.

12.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the

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members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided.

a. Such amendment must be approved by not less than two-thirds (2/3) of the Board of Directors; and, by not less than two-thirds (2/3) of the entire membership of the Association; or,

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

12.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the Owner's individual lot. No amendment shall be made that is in conflict with the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision.

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

ARTICLE XIII

Subscribers

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

Name	Address
James E. Eskew, Jr.	822 Beachland Boulevard Vero Beach FL 32963
Donald W. Forbes	750 N.W. 10th Terrace P.O. Box 2032 Stuart FL 34995
Edward Cassatly, Jr.	2600 South Ocean Blvd. Boca Raton FL 33432

ARTICLE XIV

Registered Agent

The street address of the initial registered office of the Association is: 750 N.W. 10th Terrace, P.O. Box 2032, Stuart,

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Florida, 34995, and, the name of the initial registered agent of the Association at that address is: Donald W. Forbes

IN WITNESS WHEREOF, we, the undersigned, being each and all of the original subscribers to the corporation hereinabove named, for the purpose of forming a corporation to do business within and without the State of Florida, and in pursuance of Florida law, do hereby make, subscribe, acknowledge and file this certificate, hereby jointly and severally declaring and certifying the facts herein stated are true and that we have associated ourselves together for the purpose of becoming a corporation under the laws of the State of Florida, and accordingly have set our hands and seals at Vero Beach, Indian River County, Florida, this 7th day of July, 1993.

James E. Eskew, Jr.

Donald W. Forbes

Edward Cassady, Jr.

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared James E. Eskew, Jr., to me personally known or who produced — as identification, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 7th day of July, 1993.

Patti W. Espich
Notary Public.
Name Printed: Patti W. Espich
State of Florida at Large.
My Commission #: CC253213
My Commission Expires: 1/2/97

PATTI W. ESPICH
My Comm Exp. 1/02/97
Bonded By Service Ins
No. CC253213

[SEAL]

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STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared Donald W. Forbes, to me personally known ~~or who produced _____ as identification~~, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 30th day of June, 1993.

Notary Public.
Name Printed: JoAnn Lyons
State of Florida at Large,
My Commission #: AA305010
My Commission Expires: 10/23/93

(SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME appeared Edward Cassatly, Jr., to me personally known ~~or who produced _____ as identification~~, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed and who did not take an oath.

WITNESS my hand and official seal, this 30th day of June, 1993.

Notary Public.
Name Printed: JoAnn Lyons
State of Florida at Large,
My Commission #: AA305010
My Commission Expires: 10/23/93

(SEAL)

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned hereby accepts the designation of registered agent on behalf of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Donald W. Forbes

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LEGAL DESCRIPTION

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 33 SOUTH RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN THENCE S 0°24'11" W, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 600.02 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED.

FROM SAID POINT OF BEGINNING, RUN N 89°47'11" E, PARALLEL TO AND 600 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, 2340.58 FEET, TO A POST ON THE ATLANTIC OCEAN BEACH; THENCE MEANDERING THE ATLANTIC OCEAN BEACH, RUN S 14°50'30" E, 300.0 FEET, TO A CONCRETE MONUMENT; THENCE S 89°47'11" W, PARALLEL TO AND 899.99 FEET SOUTH OF THE AFORESAID NORTH LINE OF GOVERNMENT LOT 1, RUN 2419.46 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1, THENCE N 0°24'11" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, 290.0 FEET, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A STRIP OF LAND 100 FEET IN WIDTH EXTENDING ENTIRELY ACROSS THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR STATE ROAD A-1-A; INCLUDING REPARIAN RIGHTS. CONTAINING 15.16 ACRES.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SCHEDULE "A"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on October 27, 1993, to Articles of Incorporation for BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N93000003354.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of October, 1993

Jim Smith
Secretary of State

CR2E022 (2-91)

Return to: Samuel A. Block, P.A., 2127 Tenth Avenue, Vero Beach, Florida, 32960

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO ARTICLES OF INCORPORATION
OF
BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 617 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

The following amendment to the Articles of Incorporation was adopted by all of the Directors of the Corporation on the 6th day of October, 1993, in the manner prescribed by the Florida Not-For-Profit Corporation Act.

1. That subparagraph 2.3 of Article II, Purposes, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be amended to read as follows:

"2.3 To collect, from time to time, assessments from owners to defray expenses of operation of the corporation, including, but not limited to, security, taxes, maintenance, utilities, reserves and expenditures for capital improvements, improvements and repair of commonly-owned property with particular reference to entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area. The individual assessments will be based upon an allocation of One-Twentieth (1/20) share per individual lot owner of the total common expenses except where the membership votes for a special assessment for a particular purpose for the benefit of a specific area of the properties in which event a majority of the members to be assessed must approve the special assessment. Any amendment to these Articles of Incorporation which would affect the ability of the Association to make assessments for maintenance of common areas which assessments would be liens on the property, must be approved by Indian River County."

2. That Article III, Powers, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be amended to read as follows:

"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

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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, entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area 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 Beachside Subdivision.

"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 maintain, repair, replace and operate the corporate properties.

"3.4 To make and establish covenants and restrictions governing the use and maintenance of property located within Beachside Subdivision.

"3.5 To amend, modify or change any covenants and restrictions which are, have been, or may be applicable to Beachside Subdivision, subject to the restrictions set forth herein.

"3.6 To enforce the provisions of any covenants or restrictions, which are or may be made applicable to the property located within Beachside Subdivision and which may be adopted from time to time as provided in the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, as they may 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 in areas lying within Beachside Subdivision as described in paragraph 3.1 above and are shown as "common areas" on the plat of Beachside Subdivision which is attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision 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 Beachside Subdivision 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

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expenses, including a reasonable attorneys' fee, which may be incurred by the Association in preparing, recording and enforcing its lien. The lien shall be enforced by recording on 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 Beachside Subdivision as described in paragraph 3.1 above, and designated as common areas on the plat of Beachside Subdivision attached to the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, 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.

"3.10 To own and hold fee simple title to lands within reasonable proximity to the corporate properties, upon which the entrance way, security gate, ocean access, roads and right-of-way areas, drainage facilities, sewage lines, and common landscape area are, or may be, constructed for the benefit of lot owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all lot owners in the corporate properties to be established upon the lands previously described herein. The Corporation shall assess each lot for its prorata share of the cost and expenses of operation and maintenance of the said facilities based upon the proration as set forth in ARTICLE II, paragraph 2.3.

"3.11 To approve or disapprove the transfer of ownership and the leasing of lots and residences within Beachside Subdivision as may be provided by the Bylaws and the covenants and restrictions applicable to Beachside Subdivision. These assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

"3.12 To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

"Any amendment which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property must be approved by Indian River County.

"All funds and the titles of all properties acquired by

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the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision, these Articles of Incorporation and the By-Laws.

"The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Beachside Subdivision and the By-Laws."

3. That the following paragraph shall be added to Article VI, Dissolution, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., as follows:

"In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the roads must be transferred to and accepted by an entity which would be approved by the County of Indian River prior to such termination, dissolution or liquidation."

4. That Article VII, Assessments, of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be deleted in its entirety.

5. That Articles VIII through XIV of the Articles of Incorporation of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. be renumbered as Articles VII through XIII, respectively.

BEACHSIDE HOMEOWNERS' ASSOCIATION INC.

Dated: October 6, 1993

By: _____, President
Donald W. Forbes, President

Attest: _____
Edward Cassably, Jr., Secretary

(CORPORATE SEAL)

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STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Before me personally appeared Donald W. Forbes and Edward

Cassatly, Jr., personally known to me to be the individuals described in and who executed the foregoing instrument as President, and Secretary of the above named BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such President, and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 6th day of October, 1993.

JoAnn Lyons
Notary Public.

JOANN LYONS
MY COMMISSION # CC 315332
EXPIRES: October 22, 1997
Bonded Thru Notary Public Underwriters

(SEAL)

beachside amend articles/HOl

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ATTACHMENT "D"

BYLAWS

BYLAWS
OF
BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY

These are the duly adopted Bylaws of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 20, 1993. BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., hereinafter called "Association", has been organized for the purpose of administering the operation and management of a property to be established by 1810 Development Corp., its successors or assigns, hereinafter sometimes called "Developer".

1. All present or future owners, tenants, future tenants, or their employees or any other person who might use the property, or any of the facilities thereof in any manner, are subject to the regulations as set forth in these Bylaws and in said Articles of Incorporation and in the Master Declaration of Covenants, Conditions, Reservations and Restrictions, including any amendments thereto which may hereafter be adopted by the Association.

2. The office of the Association shall initially be located at 750 N.W. 10th Terrace, P.O. Box 2032, Stuart, Florida, 34995-2032.

3. The fiscal year of the Association shall be the calendar year, January 1 through December 31.

4. 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 seal is directed to be affixed to the margin of these Bylaws.



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ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article VI of the Articles of Incorporation of the Association, the provisions of which said Article VI of the Articles of Incorporation are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

3. The vote of the owners of a lot owned by more than one person, or by a corporation, or by another entity shall be cast by the person named in a certificate signed by all of the owners of the lot and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determing the requirement for quorum, nor for any other purpose.

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designed thereon and must be filed with the Secretary before the appointed time of the meeting.

5. Approval or disapproval of a lot owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Master Declaration of Covenants, Conditions, Reservations and Restrictions, or where the same may otherwise be required by law, the affirmative vote of a majority of the members, presented at

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any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual members' meeting shall be held at the office of the Association during the month of January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

2. Special members' meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from a majority of members of the Association.

3. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was receive by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be evidenced by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended,

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wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

4. The order of business at annual members' meeting and, as far as practical, at any other members' meetings, shall be:

A. Election of Chairman of the meeting;

B. Calling of the roll and certifying of proxies;

C. Proof of notice of meeting or waiver of notice;

D. Reading and disposal of any unapproved minutes;

E. Reports of officers;

F. Reports of committees;

G. Elections of directors;

H. Unfinished business;

I. New business;

J. Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

1. The first Board of Directors of the Association, and succeeding Board of Directors, shall consist of not less than three (3) nor more than five (5) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporation member of the Association; provided that members of the Board of Directors designated by Developer, as hereinafter provided, need not be members of the Association. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds any lots for sale in the ordinary course of business. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated

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shall be provided in the Articles of Incorporation or Bylaws of Association, and Developer, or Developer's successors or assigns, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such persons or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident or a member of the Association.

2. Election of Directors shall be conducted in the following manner:

A. Developer shall, at the beginning of the election of the Board of Directors, designate and select that number of members of the Board of Directors which it shall be entitled to designate and select in accordance with the provision of these Bylaws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provision of these Bylaws. Should Developer fail to designate and select members of the Board of Directors at any time while the said Developer is entitled to designate and select members of the Board of Directors as herein provided, those members of the Board of Directors previously designated and selected by Developer shall continue to serve as members of the Board of Directors as though designated and selected as herein provided.

B. All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association, immediately following the designation and selection of the members of the Board of Directors whom Developer

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shall be entitled to designate and select.

C. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by the Developer, such vacancy shall be filled by Developer's designating and selecting, by written instrument delivered to any officer of the Association, such successor Director to fill the vacated directorship for the unexpired term thereof.

D. In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any lot may cast more than one vote for any person nominated as a Director except for Developer exercising five (5) votes per lot.

E. In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons selected by Developer to serve on the Board of Directors of the Association which replacement shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

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

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quorum shall be present.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

5. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than ten (10) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

7. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Master Declaration of Covenants, Conditions, Reservations and Restrictions, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted

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without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

8. The presiding officer of Directors' meetings shall be Chairman of the Board, if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

9. Directors' fees, if any, shall be determined by the members.

10. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Master Declaration of Covenants, Conditions, Reservations and Restrictions. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Master Declaration of Covenants, Conditions, Reservations and Restrictions and shall include, without limiting the generality of the foregoing, the following:

A. To make, levy and collect assessments against members and members' lots to defray the cost of operation of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

B. The maintenance, repair, replacement, operation and management of the properties of the Association wherever the same is required to be done and accomplished by the Association for the benefit of its members;

C. The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;

D. To make and amend regulations governing the use of the property, real and personal, in, on or about the property, so long as such regulations or amendments thereto do not conflict

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with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Declaration of Covenants, Conditions, Reservations and Restrictions;

E. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including lots and property of the Association, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Master Declaration of Covenants, Conditions, Reservations and Restrictions;

F. To contract for the management and maintenance of the property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Association documents, including but not limited to, the creation and collection of assessments, promulgation of rules and execution of contracts on behalf of the Association;

G. To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Master Declaration of Covenants, Conditions, Reservations and Restrictions and the regulations hereinafter promulgated governing the use of the property in the Association;

H. To pay all taxes and assessments which are liens against any part of the Association other than lots and the appurtenances thereto, and to assess the same against the members and their respective lots subject to such liens;

I. To carry insurance for the protection of the members and the Association against casualty and liability;

J. To pay all costs of power, water, sewer and other

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utility services rendered to the Association and not billed to the owners of the separate lots within the Association; and

K. To employ personnel for reasonable compensation to perform the services required for property administration of the purposes of the Association.

11. The first Board of Directors of the Association shall be comprised of the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first annual meeting of the members of the Association; provided, however, that any election of Directors shall be subject to all of the rights hereinabove reserved to Developer by Article IV, Section 4 of these Bylaws.

12. The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable covenants and restrictions documents.

13. Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the lots in the Association, at any special meeting called for such purpose, or at the annual meeting; provided, however, that only Developer shall have the right to remove a director appointed by it.

ARTICLE V

OFFICERS

1. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Secretary-Treasurer and such other assistants or vice officers as the Board of Directors may determine, all of whom shall be

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elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall perform the duties of President in the event of the President's death, inability or refusal to act. In such event, the Vice President shall have all the power of and be subject to all the restrictions upon the President.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have the custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with

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a Director for management of the Association.

ARTICLE VI

FISCAL MANAGEMENT

1. Accounts. The receipts and expenditures of the Association will be created and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

2. Budget. The Board of Directors will adopt a budget for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses and proposed assessments to all lot owners not less than thirty (30) days prior to the meeting at which the budget will be considered. If the budget is amended subsequently, notice of the meeting and amendment shall be given in the same manner as for approval of the annual budget.

3. Assessments. Assessments against lot owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20, preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. The Board of Directors shall, in its sole discretion, have the right to collect assessments in equal quarterly installments on the first day of January, April, July and October of the year. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended

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assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

4. Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the lot owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

5. Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6. Bank. The depository of the Association will be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the Directors.

7. Accounting Reports. A computation of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

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ARTICLE VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the

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conduct of corporation proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE VIII

AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by a majority of members of the Association, whether meeting as members or by instrument in writing signed by them.

2. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of two-thirds (2/3) of the members. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded on the public records of Indian River County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

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4. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without prior written consent of the Developer; and further provided that these Bylaws may be amended by action of a majority of the Board of Directors of the Association without vote of the membership, so long as Developer shall have the right to designate and select members of each Board of Directors of the Association, as members of each Board of Directors of the Association, as provided in Article IV hereof, or until such time as Developer may have relinquished its right to designate and select members of each Board of Directors or may waive the provisions of this paragraph of these Bylaws, by instrument in writing executed with the formalities of a deed.

The foregoing Bylaws were adopted as the Bylaws of BEACHSIDE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 30th day of November, 1993.

BEACHSIDE HOMEOWNERS' ASSOCIATION, INC.

Attest:

Secretary

By: President

(CORPORATE SEAL)

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2093 - 1117

Affidavit Amending Plat Filed 10/24/2000 in OR Book 2093 Page 1117

BEACHSIDE SUBDIVISION

A SUBDIVISION IN GOVERNMENT LOT 1
SECTION 34, TOWNSHIP 33 SOUTH, RANGE 40 EAST
INDIAN RIVER COUNTY, FLORIDA

PLAT BOOK 14
PAGE 9
DOCKET NO. 816634

DEDICATION

STATE OF FLORIDA
INDIAN RIVER COUNTY

KNOW ALL BY THESE PRESENTS THAT 1810 DEVELOPMENT CORP, , A FLORIDA CORPORATION, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS BEACHSIDE SUBDIVISION, BEING IN INDIAN RIVER COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

ALL STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT OF BEACHSIDE SUBDIVISION ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. ALL PUBLIC AUTHORITIES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, AMBULANCE, AND MOSQUITO CONTROL SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES. THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.

THE UTILITY EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY TO INDIAN RIVER COUNTY, FLORIDA AND THE CITY OF VERO BEACH FOR THE CONSTRUCTION INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES BY ANY UTILITY PROVIDER, INCLUDING CABLE TELEVISION SERVICE, IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA.

THE DRAINAGE EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND UTILITIES FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. INDIAN RIVER COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO PERFORM EMERGENCY MAINTENANCE.

TRACT "C" SHALL BE RESERVED FOR FUTURE DEVELOPMENT AND/OR MITIGATION PURPOSES.

THE LANDSCAPE EASEMENTS AS SHOWN ARE DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPE FACILITIES.

THE LIMITED ACCESS EASEMENTS AS SHOWN ARE DEDICATED TO INDIAN RIVER COUNTY, FLORIDA, FOR THE PURPOSES OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.

THE BEACH ACCESS EASEMENTS AS SHOWN ARE DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BEACHSIDE HOMEOWNERS' ASSOCIATION, INC. FOR CONSTRUCTION AND MAINTENANCE OF BEACH ACCESS FACILITIES.

THE CONSERVATION EASEMENT AS SHOWN IS DEDICATED TO INDIAN RIVER COUNTY, FLORIDA, FOR THE PRESERVATION OF NATIVE VEGETATION. A SINGLE DUNE CROSS-OVER FOR EACH OCEANFRONT LOT AND THE BEACH ACCESS EASEMENT ON LOT 45 MAY CROSS THROUGH, AND BE LOCATED WITHIN, THIS CONSERVATION EASEMENT AS MAY BE APPROVED AND PERMITTED BY INDIAN RIVER COUNTY AND THE FLORIDA DEPARTMENT OF NATURAL RESOURCES (DNR).

THE MOSQUITO CONTROL ACCESS EASEMENT IS DEDICATED TO THE INDIAN RIVER COUNTY MOSQUITO CONTROL DISTRICT FOR PEDESTRIAN ACCESS AND OBSERVATION. ALL PROPERTY LYING WEST OF THE CURRENT OR FUTURE JURISDICTIONAL LINE IS DEDICATED AS A FLOODING AND ACCESS EASEMENT TO THE INDIAN RIVER COUNTY MOSQUITO CONTROL DISTRICT FOR FLOODING OF THE EXISTING MOSQUITO IMPOUNDMENT AREA. THE FLOODING ELEVATION IN THIS AREA SHALL NOT EXCEED EL. 2.0 MSL.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, DONALD W. FORBES,
AND ITS CORPORATE SEAL AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.
THIS 26th DAY OF October, 1993.

1810 DEVELOPMENT CORP. CORPORATE SEAL BELOW

BY: _____
DONALD W. FORBES
PRESIDENT

ACKNOWLEDGEMENT TO THE DEDICATION

STATE OF FLORIDA
INDIAN RIVER COUNTY

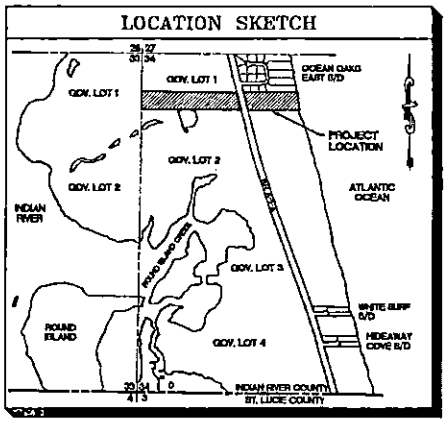
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF October, 1993, BY DONALD W. FORBES, PRESIDENT OF 1810 DEVELOPMENT CORP, , A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID TAKE AN OATH.

NOTARY PUBLIC _____
STATE OF FLORIDA
MY COMMISSION EXPIRES 1/2/97

THIS INSTRUMENT PREPARED BY:
SCOTT B. McGUIRE P.E.
KNIGHT, McGUIRE & ASSOCIATES, INC.
830 AZALEA LANE, SUITE 204
VERO BEACH, FL 32963
(407) 231-2533

DATE OF PREPARATION: 3/12/93
DATE OF REVISIONS: 9/29/93

LOCATION SKETCH



MORTGAGEE'S CONSENT

STATE OF FLORIDA
INDIAN RIVER COUNTY

THE UNDERSIGNED HEREBY CERTIFIES THAT SHE IS THE HOLDER OF A MORTGAGE UPON A PORTION OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT HER MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 2161, AT PAGE(S) 2193-2 OF PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

WITNESSES:

_____
MARGARET L. OWEIDA

ACKNOWLEDGEMENT TO MORTGAGEE'S CONSENT

STATE OF FLORIDA
INDIAN RIVER COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF November, 1993 BY MARGARET L. OWEIDA. SHE IS PERSONALLY KNOWN TO ME AND DID TAKE AN OATH.

NOTARY PUBLIC _____
STATE OF FLORIDA
MY COMMISSION EXPIRES: 1/2/97

"COVENANTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN O.R. BOOK 918 PAGE 2264."

TITLE CERTIFICATE

THE LANDS AS DESCRIBED AND SHOWN ON THIS PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY THE PERSON, PERSONS, OR ORGANIZATIONS EXECUTING THE DEDICATION; AND ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY S197.192, FLORIDA STATUTES AND THE OFFICIAL RECORD BOOK AND PAGE NUMBER OF ALL MORTGAGES, LIENS, OR OTHER ENCUMBRANCES (IF ANY) AGAINST THE LAND, AND THE NAMES OF ALL PERSONS HOLDING AN INTEREST IN SUCH MORTGAGE, LIEN OR ENCUMBRANCE (IF ANY) ARE AS FOLLOWS:
MARGARET L. OWEIDA, AN UNMARRIED ADULT
O.R. BOOK 961, PAGE 2193.

BY: _____
SAMUEL A. BLOCK
A LICENSED FLORIDA ATTORNEY

CERTIFICATE OF APPROVAL
BY
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT ON November 16, 1993 THE FOREGOING PLAT WAS APPROVED AND THAT THE DEDICATIONS OF UTILITY, DRAINAGE, CONSERVATION AND LIMITED ACCESS EASEMENTS WERE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA.
CHAIRMAN OF THE BOARD: _____
ATTEST:
CLERK OF THE BOARD: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: _____
COUNTY ATTORNEY: _____

CERTIFICATE OF APPROVAL

CERTIFICATE OF APPROVAL
EXAMINED AND APPROVED _____ DATE December 6, 1993
COUNTY ADMINISTRATOR

CERTIFICATE OF CLERK

STATE OF FLORIDA
INDIAN RIVER COUNTY

I, JEFFREY K. BARTON, CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF THE STATE OF FLORIDA, AND IS FILED FOR RECORD THIS 7 DAY OF DECEMBER, 1993, AND RECORDED ON PAGE 9, PLAT BOOK 14, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY, FLORIDA.

JEFFREY K. BARTON
CLERK OF THE CIRCUIT COURT
INDIAN RIVER COUNTY, FLORIDA
BY: _____
DEPUTY CLERK

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 11/16/93 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT PRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS HAVE BEEN SET AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THE INDIAN RIVER COUNTY SUBDIVISION AND PLATTING ORDINANCE; AND THAT SAID LAND IS LOCATED IN INDIAN RIVER COUNTY, FLORIDA.

DATED: November 3, 1993 SIGNED: _____
DAVID M. JONES NO. 3909
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

SHEET 1 OF 2

Affidavit Amending Plat Filed 10/14/2004 in OR Book 2083 Page 1117

BEACHSIDE SUBDIVISION

A SUBDIVISION IN GOVERNMENT LOT 1
SECTION 34, TOWNSHIP 33 SOUTH, RANGE 40 EAST
INDIAN RIVER COUNTY, FLORIDA

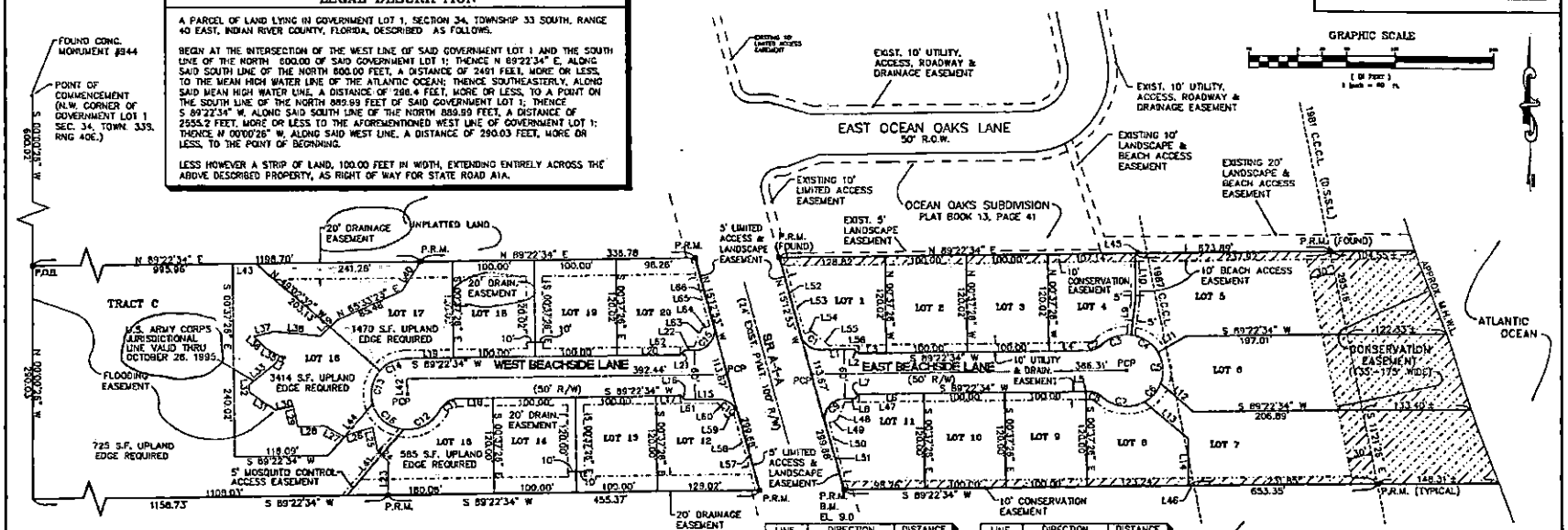
PLAT BOOK 14
PAGE 9A
DOCKET NUMBER: 816634

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 33 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

BEGIN AT THE INTERSECTION OF THE WEST LINE OF SAID GOVERNMENT LOT 1 AND THE SOUTH LINE OF THE NORTH 800.00 OF SAID GOVERNMENT LOT 1; THENCE N 89°22'34" E, ALONG SAID SOUTH LINE OF THE NORTH 800.00 FEET, A DISTANCE OF 2491 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 298.4 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 889.99 FEET OF SAID GOVERNMENT LOT 1; THENCE S 89°22'34" W, ALONG SAID SOUTH LINE OF THE NORTH 889.99 FEET, A DISTANCE OF 2555.2 FEET, MORE OR LESS TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT LOT 1; THENCE N 00°00'26" W, ALONG SAID WEST LINE, A DISTANCE OF 290.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS HOWEVER A STRIP OF LAND, 100.00 FEET IN WIDTH, EXTENDING ENTIRELY ACROSS THE ABOVE DESCRIBED PROPERTY, AS RIGHT OF WAY FOR STATE ROAD A1A.



GENERAL NOTES

1. NOTE: THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS AN UNDEVELOPED COASTAL BARRIER ISLAND AND FEDERAL FLOOD INSURANCE MAY NOT BE AVAILABLE FOR STRUCTURES BUILT AFTER OCTOBER 1, 1983.
2. FLOOD HAZARD WARNING – THIS PROPERTY MAY BE SUBJECT TO FLOODING DURING A 100 YEAR BASE FLOOD EVENT. YOU SHOULD CONTACT LOCAL BUILDING AND ZONING OFFICIALS AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY.
3. NO CONSTRUCTION, TREES, OR SHRUBS WILL BE PLACES IN EASEMENTS WITHOUT COUNTY APPROVAL.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY.
5. INDIVIDUAL OR SHARED PRIVATE BEACH ACCESSES MUST COMPLY WITH CHAPTER 932, INDIAN RIVER COUNTY LAND DEVELOPMENT REGULATIONS, INDIAN RIVER COUNTY, FLORIDA.
6. LOTS 5, 6 & 7 WILL BE REQUIRED TO ACQUIRE A PERMIT FOR CONSTRUCTION OR ACTIVITIES SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE FROM THE FLORIDA DEPARTMENT OF NATURAL RESOURCES PRIOR TO THE ISSUANCE OF A COUNTY BUILDING PERMIT.
7. RESIDENTIAL OCEANFRONT DEVELOPMENT RELATING TO THIS SUBDIVISION MUST COMPLY WITH COUNTY ORDINANCES RELATING TO BEACH ACCESS, LIGHTING AND SEA TURTLE PROTECTION AS LISTED IN LAND DEVELOPMENT REGULATIONS, CHAPTER 932.
8. NO BUILDING PERMIT WILL BE ISSUED FOR ANY PROJECT ON A LOT WITHIN THIS SUBDIVISION UNLESS AND UNTIL THE LOT OWNER, OR THE OWNER'S DESIGNEE, OBTAINS AN INITIAL AND FINAL CONCURRENCY CERTIFICATE FOR THE PROJECT OR PORTION OF THE PROJECT FOR WHICH A BUILDING PERMIT IS SOUGHT. THE LOT OWNER(S) ACKNOWLEDGES THAT INDIAN RIVER COUNTY AND IT'S ASSIGNS DO NOT GUARANTEE THAT ADEQUATE CAPACITY WILL EXIST AT THE TIME THE LOT OWNER, OR THE OWNER'S DESIGNEE, CHOOSE TO APPLY FOR AND OBTAIN SUCH A CONCURRENCY CERTIFICATE.

LINE	DIRECTION	DISTANCE
L1	N 89°22'34" E	41.12'
L2	S 45°37'26" E	7.07'
L3	N 89°22'34" E	33.46'
L4	N 89°22'34" E	42.68'
L5	S 89°23'31" W	2.75'
L6	S 89°22'34" W	78.37'
L7	S 44°22'34" W	7.07'
L8	S 89°22'34" W	12.49'
L9	S 07°05'28" W	44.83'
L10	N 00°37'26" W	86.89'
L11	N 59°28'24" E	39.58'
L12	S 48°37'25" E	52.93'
L13	S 48°37'25" E	59.93'
L14	S 00°37'26" E	59.53'
L15	S 89°22'34" W	41.12'
L16	N 45°37'26" W	7.07'
L17	S 89°22'34" W	30.64'
L18	S 89°22'34" W	42.52'
L19	N 89°22'34" E	56.43'
L20	N 89°22'34" E	78.37'
L21	N 44°22'34" E	7.07'
L22	N 89°22'34" E	12.49'
L23	N 01°32'51" E	41.01'
L24	N 45°06'53" W	19.44'
L25	N 11°27'03" W	30.83'
L26	S 73°16'31" W	37.88'
L27	N 61°18'22" W	26.91'
L28	S 87°51'48" W	32.95'
L29	N 12°25'24" W	28.61'
L30	S 78°41'13" W	22.00'
L31	N 56°37'22" W	38.79'
L32	N 02°49'04" W	5.64'
L33	N 52°08'12" E	39.79'

LINE	DIRECTION	DISTANCE
L34	N 31°48'07" E	12.88'
L35	N 61°25'11" W	19.17'
L36	N 47°03'52" W	21.38'
L37	N 77°03'38" E	28.57'
L38	S 84°27'21" E	56.27'
L39	N 48°28'19" E	30.99'
L40	N 32°17'14" E	43.25'
L41	S 40°13'33" W	108.79'
L42	N 00°37'26" W	19.00'
L43	N 89°22'34" E	30.00'
L44	S 40°13'33" W	85.88'
L45	N 89°22'34" E	14.58'
L46	S 89°22'34" W	6.74'
L47	S 89°22'34" W	95.85'
L48	S 27°37'53" W	24.51'
L49	S 74°47'07" W	10.00'
L50	S 15°12'53" E	87.80'
L51	S 15°12'53" E	88.48'
L52	S 15°12'53" E	99.52'
L53	S 15°12'53" E	98.16'
L54	N 74°47'07" E	10.00'
L55	S 49°28'53" E	28.60'
L56	N 89°22'34" E	69.25'
L57	N 15°12'53" W	99.51'
L58	N 15°12'53" W	98.21'
L59	S 74°47'07" W	10.00'
L60	N 29°35'15" W	19.98'
L61	S 89°22'34" W	76.76'
L62	N 89°22'34" E	95.86'
L63	N 27°37'53" E	24.51'
L64	N 74°47'07" E	10.00'
L65	N 15°12'53" W	87.81'
L66	N 15°12'53" W	88.51'

CURVE	RADIUS	CHORD	BEARING	DELTA
C1	25.00'	39.58'	S 52°59'09" E	75°24'53"
C2	25.00'	18.35'	N 87°35'46" E	43°33'41"
C3	44.00'	38.08'	N 71°27'10" E	51°18'34"
C4	44.00'	36.82'	S 56°43'44" E	52°21'36"
C5	44.00'	38.30'	S 04°45'05" E	51°35'43"
C6	44.00'	30.00'	S 40°58'45" W	39°51'58"
C7	44.00'	51.74'	N 83°04'31" W	72°01'39"
C8	25.00'	18.55'	N 68°50'56" W	43°33'41"
C9	25.00'	39.58'	S 37°04'50" W	104°35'27"
C10	25.00'	30.58'	N 52°55'10" W	75°24'53"
C11	25.00'	26.24'	S 57°43'29" W	63°18'10"
C12	44.00'	30.18'	S 60°50'16" W	69°31'44"
C13	44.00'	41.39'	N 12°54'15" E	56°06'30"
C14	44.00'	36.09'	N 85°10'01" E	48°25'06"
C15	25.00'	39.58'	N 37°04'50" E	104°35'27"
C16	44.00'	50.00'	N 49°48'27" W	60°14'49"

LEGEND

- ●PCP — DESIGNATES P.C.P.
- ■P.R.M. — DESIGNATED P.R.M.
- B.M. — DENOTES BENCHMARK
- EL. — DENOTES ELEVATION

THIS INSTRUMENT PREPARED BY:
SCOTT B. McGUIRE
KNIGHT, McGUIRE & ASSOCIATES, INC.
830 AZALEA LANE, SUITE 204
VERO BEACH, FL 32963
(407) 231-2533

DATE OF PREPARATION: 5/12/93
DATE OF REVISIONS: 9/28/93

1793437 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 2093 PG: 1117, 10/24/2006 03:10 PM

AFFIDAVIT CONFIRMING ERROR ON RECORDED PLAT OF BEACHSIDE SUBDIVISION

STATE OF FLORIDA
COUNTY OF INDIAN RIVER
Before me, the undersigned authority, personally appeared the Affiant, David M. Jones, who upon first being duly sworn deposes and says:

1. Affiant makes this statement in compliance with § 177.141 Florida Statutes regarding the confirmation of an error on a recorded plat and the appropriate correction.
2. Affiant is a State of Florida Licensed and Registered Professional Surveyor and Mapper Registration #3909 and his address is 3899 39th Square, Vero Beach, Florida 32960.
3. Affiant is the Owner of the Firm that prepared that particular Plat of Beachside Subdivision that was recorded in the Public Records of Indian River County on December 7, 1993, in Plat Book 14 Page 9.
4. Affiant confirms that the following correction should be made, the north line of Tract "C" shown on sheet 2 of 2 is shown as N 89°22'34"E, with a distance of 995.96 feet should be N 89°22'34"E, with a distance of 944.40 feet and the distance along the north line between the permanent reference monuments is shown as 1198.70 feet and should be 1147.14 feet. The south line of Tract "C" shown on sheet 2 of 2 is shown as S 89°22'34"W, with a distance of 1108.03 feet should be S 89°22'34"W, with a distance of 1056.05 feet and the distance along the south line between the permanent reference monuments is shown as 1158.73 feet and should be 1106.75 feet.
5. The Surveyor and Mapper named herein has prepared a resurvey of the property and no evidence exists on the ground which would conflict with the correction stated herein.
6. In accordance with § 177.141 Florida Statutes, the Clerk of Circuit Court is requested to place in the margin of the foregoing recorded plat a notation that this affidavit has been filed, the date of the filing, and the official book and page where it is recorded. The notation must also be placed on all copies of the plat used for reproduction purposes.

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

David M. Jones, Affiant

SWORN TO AND SUBSCRIBED before me this 23 day of Oct. 2006
By David M. Jones, who _____ is personally known to me or X who has produced FL D E622 108 as identification.

My Commission expires 12/12/2010

NOTARY PUBLIC
Print Name Nicole E. Maddux

NICOLE E. MADDUX
MY COMMISSION # DD 584555
EXPIRES: December 12, 2010
Bonded Thru Notary Public Underwriters

Indian River Mosquito Control District

Commissioner Janice Broda ♦ Commissioner Anna Kirkland ♦ Commissioner Thomas Lowther
Isik Unlu, Executive Director
5655 41st Street, Vero Beach, FL 32967 ♦ Phone: 772.562.2393
http://irmosquito.com ♦ irmcd@irmosquito2.org

ITB 2026-02
INVITATION TO BID: Aerial Adulticiding Services

Indian River Mosquito Control District (District) is accepting price quotes for aerial adulticiding services. Please note: *This bid allows for a 2-year contract.* The duration of this agreement will be from November 17, 2026 through September 30, 2027, with a renewal option, contingent on satisfactory performance, for October 1, 2027 through September 30, 2028.

Sealed bids **must be received** at the District's office located at 5655 41st Street, **by 3:00 PM, Monday, November 16, 2026.**

Bids will be **opened** publicly on **Tuesday, November 17, 2026 at 9:00 AM** during a public meeting.

Awards will be **announced** at the IRMCD Board Meeting on **Monday, November 17, 2026 at 9:00 AM.**

Sealed bid shall be clearly marked as **"ITB 2026-02: Aerial Adulticiding Services"** and either hand delivered Monday through Friday, between the hours of 7:00 AM and 3:30 PM or mailed to the address below. Bids must comply with the requirements set for product bids.

Indian River Mosquito Control District
5655 41st Street
Vero Beach, FL 32967

ISSUED BY: Isik Unlu, Executive Director, Indian River Mosquito Control District, Vero Beach, FL this 12th day of November, 2026

CONDITIONS APPLICABLE TO AERIAL ADULTICIDING BIDS

INTRODUCTION. The Indian River Mosquito Control District (District) is accepting price quotes for aerial adulticiding services. *Please note: This bid allows for a 2-year contract.* The duration of this agreement will be from *November 17, 2026 through September 30, 2027,* with a renewal option contingent on satisfactory performance for *October 1, 2027 through September 30, 2028.*

- Dibrom (naled) will be utilized for this work and must be applied as per label requirements. A specimen label is included with these specs. The target droplet size is approximately DV 0.5=25μm @ 300 feet.
- Dibrom will typically be applied at 0.4 ounces per acre (up to a maximum of 1.0 ounces/acre).
- Applications must be made at night, beginning no sooner than approximately 1 hour after sunset at an altitude of approximately 300 feet with swath widths not to exceed 2,000 feet.
- Aircraft must be guided by global positioning system (GPS) equipment and software used must be able to generate detailed application maps.
- Appropriate flight pattern offset will depend on meteorological conditions. Bidders with equipment to determine the appropriate offset will receive favorable consideration.
- Bidders must be capable of obtaining a Congested Area Flight Plan from the FAA as soon as is practicable after bid is awarded. Bidder must keep the District informed of their efforts to obtain this plan.
- It is anticipated that an aerial adulticiding event within the District will be for a minimum of 20,000 acres. The District typically contracts for 70,000 acres in response to high nuisance mosquito abundance and/or mosquito borne illness activities.
- The price quotes must be guaranteed up to the bid award date, anticipated to be November 17,2026.
- Guarantee that at least one pilot with Public Health Pest Control and Aerial Applicator's licenses from the Florida Department of Agriculture and Consumer Services (FDACS) is available at all times. Favorable consideration will be given to those bidders that have at least two pilots with the certification and the license.
- The District is required to comply with NPDES permitting for discharge of pesticides per FAC 62-621.300(8). This permit is issued by the Florida Department of Environmental Protection. Equipment operator compliance with NPDES requirements for maintenance and calibration of equipment, reporting and record retention procedures is required of our subcontractors.

CONDITIONS

1. Bids shall be submitted in sealed envelopes and must be received no later than the time and date specified on the advertisement enclosed as Page 1. Bids may be delivered or sent to:

Indian River Mosquito Control District
5655 41st Street
Vero Beach, Florida 32967
Phone: 772-562-2393

2. Envelopes shall be clearly marked as **"ITB 2026-02: Aerial Adulticiding Services"** and the bidder's name shall be clearly marked on the envelope.
3. The District will make every effort to inform prospective bidders of amendments or clarifications of the original bid specifications. However, the District does not guarantee to provide such amendments to all prospective bidders. IT IS THE BIDDERS RESPONSIBILITY TO CHECK WITH THE DISTRICT FOR ANY AMENDMENTS OR CLARIFICATIONS TO THE ORIGINAL BID SPECIFICATIONS PRIOR TO SUBMITTING A BID.
4. No bid shall be withdrawn for a period of thirty (30) days after the scheduled closing time for receipt of bids. The bid shall be on a firm, net delivered price basis and the contract shall have no escalator clause. The District agrees to furnish any tax exemption certificates to which it is entitled.
5. Bidder shall state in the space provided on the bidding form a guaranteed maximum delivery time. This guaranteed delivery time may be an important consideration in the award of the bid. The District may withdraw the award should the bidder not deliver the service within the specified maximum delivery period.
6. Bidder must include complete and detailed ordering instructions with the bid.
7. Should the service performed differ in any respect from specifications, payment shall be withheld until such time as the supplier takes necessary corrective action.
8. The bidder's qualifications must be satisfactory to the District's Board of Commissioners, and the District reserves the right to reject any and all bids, to accept at its discretion the lowest and/or best bid, to waive any or all technicalities in awarding a contract, and to re-advertise.
9. Bidder must demonstrate proof of Workers Comp insurance for all individuals working on the District project.

INDIAN RIVER MOSQUITO CONTROL DISTRICT
AERIAL ADULTICIDING BID FORM

This bid allows for a 2-year contract. The duration of this agreement will be from *November 17, 2026 through September 30, 2027,* with a renewal option contingent on satisfactory performance for *October 1, 2027 through September 30, 2028.*

I. AIRCRAFT, PILOTS & SPRAY EQUIPMENT

A. Specify the type and number of aircraft available. _____

1. What is your swath width? _____
2. Type of spray equipment available. _____
3. Rotary atomizer technology (or equivalent): Provide brief description. _____

_____

Droplet Analysis:

a) Method: _____

b) Results: _____

B. Pilot's Certification

1. Guarantee that at least one pilot with Public Health Pest Control and Aerial Applicator's licenses from the FDACS is always available. ☐YES ☐NO
2. Number of pilots with FDACS Public Health Pest Control and Aerial Applicator's licenses that are available at all times. _____
3. How many pilots do you have who are certified to pilot the aircraft for mosquito control aerial adulticide missions and are competent to use your GPS equipment? Please include their duration of experience conducting this type of work. _____

_____

_____

II. NPDES

IRMCD is required to comply with NPDES permitting for discharge of pesticides. Is bidder prepared to comply with NPDES equipment operator requirements? ☐YES ☐NO

III. GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT

A. What type of GPS swath guidance equipment is used in your aircraft? _____

B. Does this GPS equipment allow you to fully "outline" the area(s) to be sprayed so that spray on-spray off spots are delineated? ☐YES ☐NO

C. Does this include equipment with modeling capabilities to allow proper offsetting based on weather conditions measured at the aircraft? Please describe. _____

_____

D. Is the data (*e.g.*, snail-trail) from your GPS equipment "ESRI" compatible (.shp files)?

☐YES ☐NO

IV. SPRAYING AVAILABILITY

A. During the agreement period, after you are contacted to spray, how soon can spraying begin?

_____

B. What airport do you anticipate the mission flying from? _____

C. What is the maximum load for Dibrom? _____

D. Can we drop ship the Dibrom to your take-off location? ☐YES ☐NO

E. If so, what is the storage capacity for Dibrom at your take-off location? _____

V. CONGESTED AREA FLIGHT PLAN

A. Successful bidder must apply through the FAA for a congested area flight plan (CAFP) within 30 days of receiving the bid award. Do you have experience obtaining a CAFP in the FSDO which covers Indian River County? ☐YES ☐NO

B. Do you currently have a CAFP covering Indian River County? ☐YES ☐NO

C. If not, how long do you anticipate it will take to receive a CAFP for IRMCD? _____

VI. INSURANCE COVERAGE

A. Please explain your insurance coverage (include coverage limits, carrier name, address, phone # and contact person). _____

_____

_____

B. Is a copy of the insurance coverage included with this bid? ☐YES ☐NO

C. Can the District be included on bidder's policy as a "Named Insured"? ☐YES ☐NO

D. Can the District be granted a "waiver of subrogation rights" by insurance company? ☐YES ☐NO

E. Are all your employees working on this project covered by Workers Comp? ☐YES ☐NO

VII. PRICING

Do you agree to allow other agencies to participate in this agreement (piggyback)? ☐YES ☐NO

Prices for Year One – November 17, 2026 through September 30, 2027
Using rotary atomizer technology (or equivalent) and bidder loading Dibrom:

Application Rate	Price per acre with Bidder supplying Dibrom	Price per acre with IRMCD supplying Dibrom
0.4 oz. per acre		
0.6 oz. per acre		

1.0 oz. per acre		

Any special provisions? _____

_____

_____

Prices for Year Two – October 1, 2027 through September 30, 2028
Using rotary atomizer technology (or equivalent) and bidder loading Dibrom:

Application Rate	Price per acre with Bidder supplying Dibrom	Price per acre with IRMCD supplying Dibrom
0.4 oz. per acre		
0.6 oz. per acre		
1.0 oz. per acre		

Any special provisions? _____

_____

_____

Bidder Information

Company Name _____

Address _____

Phone _____ Fax _____

Email _____

Name _____ Title _____

Signature _____ Date _____

AGREEMENT FOR AERIAL ADULTICIDING SERVICES

THIS AGREEMENT (the `Agreement'), made and entered into this 17th day of November, 2026 by and between the Indian River Mosquito Control District (DISTRICT) and _____, aerial adulticiding contractor, (the `CONTRACTOR').

WITNESSETH

The parties have reached an agreement with respect to the terms and conditions under which the DISTRICT will engage the services of the CONTRACTOR for certain aerial spraying for mosquito control and now wish to reduce such agreement to writing.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and promises of the parties hereto as hereinafter set forth, it is hereby agreed as follows:

The CONTRACTOR hereby agrees to provide aerial application services for the application of mosquito control insecticides. The CONTRACTOR shall provide all labor, equipment and supplies to complete the terms, conditions and specifications herein, including the NPDES permit pertaining to mosquito control and aircraft equipped for dispersal of insecticides used for the control of adult mosquitoes.

1. GENERAL CONTRACT SCOPE

CONTRACTOR shall furnish applicable aircraft to be used for aerial application of insecticides to control adult mosquitoes on an as needed basis within the geographical confines to be determined and communicated by DISTRICT. CONTRACTOR will provide all aircraft, personnel (including pilots), equipment, fuel, oil, maintenance, landing and tie down fees and all other items required to successfully complete the application(s).

2. TERM

The DISTRICT hereby agrees to engage the services of the CONTRACTOR The term of this Contract shall be for a period, beginning from **November 17, 2026** through and including **September 30, 2027.** Upon mutual written agreement, this Contract may be extended for an additional one-year renewal period, from October 1 through September 30 of the following year, pursuant to the same terms and conditions.

3. PRICING AND PAYMENT

A. The DISTRICT agrees to pay the CONTRACTOR for its services in the aerial application of mosquito control materials as follows:

Charges	November 2026-September 2027
Contractor provides Dibrom	
0.4 ounces per acre	$
0.6 ounces per acre	$
1.0 ounces per acre	$
District provides Dibrom	
0.4 ounces per acre	$
0.6 ounces per acre	$
1.0 ounces per acre	$

B. It is agreed that if for any reason the above per acre application rate must be varied in total amount applied per acre, that the DISTRICT and the CONTRACTOR may negotiate a mutually satisfactory price to be paid the CONTRACTOR for the application of any mosquito control materials as varying in total amounts per acre or formulation from those listed, above.

C. It is agreed and understood that all per acre fees paid the CONTRACTOR by the DISTRICT shall be as bid by the CONTRACTOR. The DISTRICT shall render no additional compensation to the CONTRACTOR for any expenses incurred in the performance of the Agreement.

D. The DISTRICT and the CONTRACTOR may negotiate the rates for the renewal of the Agreement for an additional one-year period.

4. FUEL/TRANSPORTATION SURCHARGE

A rise in gasoline prices may necessitate a fuel surcharge.

5. AVAILABILITY AND RESPONSE TIME

A. The CONTRACTOR must guarantee availability of sufficient aircraft and pilots to adulticide a minimum of 20,000 acres with no more than 72 hours of notice.

B. The CONTRACTOR must guarantee that at least one aircraft and a Florida Department of Agriculture and Consumer Services (FDACS) Public Health Pest Control licensed pilot will be available within 72 hours, regardless of the size of the payload.

6. CONTRACTOR RESPONSIBILITY

A. The CONTRACTOR agrees to provide all equipment and manpower necessary and incident to aerial mosquito control in the respective areas of the DISTRICT.

B. The CONTRACTOR agrees that its operations will be in complete compliance with all regulations promulgated by local municipal, state and federal regulatory agencies, including but not limited to the Federal Aviation Administration, the Civil Aeronautics Board, the Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Agriculture, the DISTRICT and any and all other pertinent agencies, and that it has all required permits and licenses to perform such service. The CONTRACTOR must comply with National Pollutant Discharge Elimination System (NPDES) permit requirements for discharge of pesticides per FAC 62-621.300(8) for maintenance and calibration of equipment, reporting and record retention.

C. Must be capable of obtaining Congested Area Flight Plan from the FAA as soon as is practicable after bid is awarded and keep DISTRICT informed of their efforts to obtain this plan.

D. The District is required to comply with NPDES permitting for discharge of pesticides per FAC 62-621.300(8). This permit is issued by the Florida Department of Environmental Protection. Equipment operator compliance with NPDES requirements for maintenance and calibration of equipment, reporting and record retention procedures is required of our subcontractors.

1) AIRCRAFT

a. It is agreed, represented and warranted by the CONTRACTOR that the CONTRACTOR will furnish aircraft which are at all times maintained in an airworthy condition in accordance with maintenance procedures applicable to that type of aircraft;

b. CONTRACTOR shall make available at least one multi-engine fixed wing aircraft to be utilized for ULV application of insecticides to control mosquitoes. Aircraft must be capable of treating a minimum of 20,000 acres in one application.

c. Aircraft used within the contract shall:

i. Be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation. An approved FAA congested area plan is required prior to commencement of operations by CONTRACTOR.

ii. Be capable of applying approved adulticides within label rates, at various operating protocols (i.e. swath width, ground wind speeds, etc.).

iii. Be capable of GPS (Global Positioning Satellite) guidance with grid line capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on all aerial spray missions. Use differential GPS equipment with sub-meter accuracy. The GPS must have the capability to generate detailed application maps.

2) PILOTS

CONTRACTOR must have at least one pilot with Public Health Pest Control and Aerial Applicator's licenses from the Florida Department of Agriculture and Consumer Services (FDACS) that is always available.

3) DELIVERABLES

CONTRACTOR shall provide the DISTRICT with a copy of each aerial spray mission report and map, showing altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and flight path showing "spray on" areas. Reports shall be submitted within 24 hours after each application.

7. INSECTICIDE SPECIFICATIONS

A. If CONTRACTOR supplies insecticide

1) The CONTRACTOR shall deliver the pesticide and provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring product(s) to the aircraft in compliance with the Environmental Protection Agency (EPA) and state and local agencies. The CONTRACTOR must have the ability to proactively contain any challenges associated with product spills.

2) The DISTRICT will provide one week notice of the desired application date in order to accommodate procurement of insecticides by CONTRACTOR.

B. If DISTRICT supplies insecticide

1) The materials to be applied under this Agreement shall be furnished by the DISTRICT and shall be applied as specified by the DISTRICT for the area to be treated. It is agreed and understood that the CONTRACTOR shall be thoroughly versed in all label specifications of those insecticides to be applied by aircraft and shall therefore under no circumstances knowingly violate any label specifications.

2) DISTRICT shall be responsible for delivery, containment, storage and empty insecticide container disposal. District shall be responsible for delivery of the

insecticide to the airport site at least two hours prior to commencement of aircraft loading. The DISTRICT will instruct the CONTRACTOR on application height, rate per acre, rate of application of materials and acceptable wind conditions.

8. CONTRACT SPECIFICATIONS

The following specifications have been agreed upon by the DISTRICT and the CONTRACTOR:

1) The CONTRACTOR shall have at least one aircraft available and equipped for aerial larviciding for mosquito control each year this Agreement is valid.

2) Applications must be made at night, beginning no sooner than approximately one hour after sunset at an altitude of approximately 300 feet with swath widths not to exceed 2,000 feet.

3) The responsibility for loading the aircraft shall rest solely with the CONTRACTOR, unless the DISTRICT specifically requests in writing otherwise. Loading, pumping or lifting equipment for loading the aircraft shall be provided by the CONTRACTOR.

4) CONTRACTOR must have all aircraft used to fulfill this Agreement equipped with Global Positioning System (GPS) guidance equipment.

    1) The GPS equipment must have the capability for differential sub-meter accuracy.

    2) GPS must be used on every application under this Agreement to document where applications were made. This would include when the spray was on and off.

    3) GPS equipment must have the capability of generating detailed application maps that must be submitted to the DISTRICT within 24 hours of each application event.

    4) The GPS equipment must be able to accept mapping information supplied by the DISTRICT and be able to return data that is compatible with the DISTRICT GPS/GIS formats.

5) Contractor must furnish written certification of calibration droplet size, application rate, swath width and spray height to the DISTRICT before signing of the agreement and by May 31 of each successive year that the Agreement is in place.

    1) Documentation of calibration must include method(s) used, date of calibration(s), results and personnel performing the calibration.

    2) Documentation of calibration must be submitted to the DISTRICT on a yearly basis prior to any applications being made.

    3) Calibrations must be redone when any changes are made to the spray system that may affect application rate, droplet size or evenness of distribution.

4) Results of calibration must meet the requirements of the labeling for the spray materials used. No applications can be made without meeting labeling requirements.

6) The DISTRICT will furnish the CONTRACTOR with acreages and mapping information for all application events. Contractor must be capable of receiving mapping data by email and by flash memory cards.

9. PUBLIC RECORDS

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology system of the District.

5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)562-2393, IRMCD@IRMCD.ORG, INDIAN RIVER MOSQUITO CONTROL DISTRICT, 5655 41ST STREET, VERO BEACH, FL 32967.**

10. INDEMNITY

The CONTRACTOR agrees to indemnify, and keep harmless, and defend, at District's option, the DISTRICT, its officers, employees and agents against all liability, losses, or damages, including attorney's fees and cost of defense, which the District may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind arising from performance of this Agreement by the CONTRACTOR, his agents, employees, or subcontractors.

Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the District as set forth in Section 768.28, Florida Statutes. This paragraph shall not

be construed to require Contractor to indemnify the District for its own negligence, or intentional acts of the District, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

11. INSURANCE

A. The CONTRACTOR agrees to carry a minimum of third-party liability insurance of combined single limit, bodily injury, property damage US$1,000,000 any one occurrence, to provide a Certificate of Insurance certifying that the CONTRACTOR will provide and maintain a policy of insurance in which the DISTRICT would be specifically named as an additional insured. The Certificate of Insurance must also state that no cancellation or decrease in coverage shall be made without giving the DISTRICT at least 30 days prior written notice.

B. The CONTRACTOR covenants and warrants that the foregoing requirements shall be met before the award of any Agreement.

C. The CONTRACTOR shall provide the necessary aircraft and pilot information necessary to the DISTRICT in the event that they desire to obtain additional third-party liability, airport liability, full chemical liability and pollution coverage. If the airworthiness, CONTRACTORS past experience or pilots past experience inhibits the DISTRICT from obtaining additional coverage or makes the price of additional coverage prohibitive, then the DISTRICT may cancel this Agreement at any time.

12. TERMINATION

This Agreement may be terminated by either party given 30 days' notice, with or without cause.

13. NOTICE

CONTRACTOR at:

and to the DISTRICT at:

Indian River Mosquito Control District
Attn: Isik Unlu, Executive Director
5655 41st Street
Vero Beach, FL 34967

14. BID TERMS

The bid terms are incorporated into this Agreement and are provided as Attachment "A".

IN WITNESS WHEREOF the District has hereunto subscribed, and the Contractor has affixed his, its or their names, or name and seal of the date aforesaid.

WITNESSES:

(1) _____
Name_____

(2) _____
Name_____

Indian River Mosquito Control District

BY: _____
Isik Unlu, Executive Director

APPROVED:

_____
Chair

WITNESSES:

(1) _____
Name_____

(2) _____
Name_____

COMPANY
COMPANY 2.

BY: _____
Name_____
Print Title: _____

ATTACHMENT "A"

CONDITIONS APPLICABLE TO AERIAL ADULTICIDING BIDS

INTRODUCTION. The Indian River Mosquito Control District (District) is accepting price quotes for aerial adulticiding services. *Please note: This bid allows for a 2-year contract. The duration of this agreement will be from November 17, 2026 through September 30, 2027, with a renewal option contingent on satisfactory performance for October 1, 2027 through September 30, 2028.*

- Dibrom (naled) will be utilized for this work and must be applied as per label requirements. A specimen label is included with these specs. The target droplet size is approximately DV 0.5=25μm @ 300 feet.
- Dibrom will typically be applied at 0.4 ounces per acre (up to a maximum of 1.0 ounces/acre).
- Applications must be made at night, beginning no sooner than approximately 1 hour after sunset at an altitude of approximately 300 feet with swath widths not to exceed 2,000 feet.
- Aircraft must be guided by global positioning system (GPS) equipment and software used must be able to generate detailed application maps.
- Appropriate flight pattern offset will depend on meteorological conditions. Bidders with equipment to determine the appropriate offset will receive favorable consideration.
- Bidders must be capable of obtaining a Congested Area Flight Plan from the FAA as soon as is practicable after bid is awarded. Bidder must keep the District informed of their efforts to obtain this plan.
- It is anticipated that an aerial adulticiding event within the District will be for a minimum of 20,000 acres. The District typically contracts for 70,000 acres in response to hurricanes and/or mosquito borne illness activities.
- The price quotes must be guaranteed up to the bid award date, anticipated to be April 11, 2023.
- Guarantee that at least one pilot with Public Health Pest Control and Aerial Applicator's licenses from the Florida Department of Agriculture and Consumer Services (FDACS) is available at all times. Favorable consideration will be given to those bidders that have at least two pilots with the certification and the license.
- The District is required to comply with NPDES permitting for discharge of pesticides per FAC 62-621.300(8). This permit is issued by the Florida Department of Environmental Protection. Equipment operator compliance with NPDES requirements for maintenance and calibration of equipment, reporting and record retention procedures is required of our subcontractors.

CONDITIONS

1. Bids shall be submitted in sealed envelopes and must be received no later than the time and date specified on the advertisement enclosed as Page 1. Bids may be delivered or sent to:

   Indian River Mosquito Control District
   5655 41st Street
   Vero Beach, Florida 32967
   Phone: 772-562-2393

2. Envelopes shall be clearly marked as "Bid to Provide Aerial Adulticiding Services" and the bidder's name shall be clearly marked on the envelope.
3. The District will make every effort to inform prospective bidders of amendments or clarifications of the original bid specifications. However, the District does not guarantee to provide such amendments to all prospective bidders. IT IS THE BIDDERS RESPONSIBILITY TO CHECK WITH THE DISTRICT FOR ANY AMENDMENTS OR CLARIFICATIONS TO THE ORIGINAL BID SPECIFICATIONS PRIOR TO SUBMITTING A BID.
4. No bid shall be withdrawn for a period of thirty (30) days after the scheduled closing time for receipt of bids. The bid shall be on a firm, net delivered price basis and the contract shall have no escalator clause. The District agrees to furnish any tax exemption certificates to which it is entitled.
5. Bidder shall state in the space provided on the bidding form a guaranteed maximum delivery time. This guaranteed delivery time may be an important consideration in the award of the bid. The District may withdraw the award should the bidder not deliver the service within the specified maximum delivery period.
6. Bidder must include complete and detailed ordering instructions with the bid.
7. Should the service performed differ in any respect from specifications, payment shall be withheld until such time as the supplier takes necessary corrective action.
8. The bidder's qualifications must be satisfactory to the District's Board of Commissioners, and the District reserves the right to reject any and all bids, to accept at its discretion the lowest and/or best bid, to waive any or all technicalities in awarding a contract, and to re-advertise.
9. Bidder must demonstrate proof of Workers Comp insurance for all individuals working on the District project.

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7933; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT.

Amendment No. 1 Fiscal Year 2026 - 2027 Date 11/17/2026

Amending: Local Funds X **State Funds** ____ (Check appropriate fund account to be amended. Use a separate form for each fund).

The Board of Commissioners for: Indian River Mosquito Control District hereby submits to the Department of Agriculture and Consumer Services, Mosquito Control Program for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
$ 13,484,163.43	$ 2,795,971.87	$ 13,484,163.43	$ 142,574.82	$ -	$ 13,626,738.25

NAME SOURCE OF INCREASE: (Explain Decrease) _____

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	$ 8,391,873.36	$ 60,041.12	$ -	$ 8,451,914.48
334.1	State Grant	$ -	$ -	$ -	$ -
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ 29,127.03	$ -	$ -	$ 29,127.03
361	Interest Earnings	$ 62,749.52	$ -	$ -	$ 62,749.52
364	Equipment and/or Other Sales	$ 42,500.00	$ -	$ -	$ 42,500.00
369	Misc./Refunds (prior yr expenditures)	$ 2,000.00	$ -	$ -	$ 2,000.00
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ 8,528,249.91	$ 60,041.12	$ -	$ 8,588,291.03
Beginning Fund Balance		$ 4,955,913.52	$ 82,533.70	$ -	$ 5,038,447.22
Total Budgetary Receipts & Balances		$ 13,484,163.43	$ 142,574.82	$ -	$ 13,626,738.25

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	$ 2,766,637.51	$ 41,369.50	$ -	$ 2,808,007.01
20	Personal Services Benefits	$ 1,562,380.25	$ 7,303.12	$ -	$ 1,569,683.37
30	Operating Expense	$ 1,971,383.65	$ 49,482.50	$ -	$ 2,020,866.15
40	Travel & Per Diem	$ 66,431.00	$ -	$ -	$ 66,431.00
41	Communication Services	$ 66,700.95	$ 3,720.00	$ -	$ 70,420.95
42	Freight Services	$ 1,000.00	$ -	$ -	$ 1,000.00
43	Utility Service	$ 39,360.01	$ -	$ -	$ 39,360.01
44	Rentals & Leases	$ 39,708.40	$ -	$ -	$ 39,708.40
45	Insurance	$ 129,021.00	$ -	$ -	$ 129,021.00
46	Repairs & Maintenance	$ 260,720.06	$ -	$ -	$ 260,720.06
47	Printing and Binding	$ 1,561.00	$ -	$ -	$ 1,561.00
48	Promotional Activities	$ 7,900.00	$ -	$ -	$ 7,900.00
49	Other Charges	$ 4,420.00	$ -	$ -	$ 4,420.00
51	Office Supplies	$ 176,234.34	$ 11,290.45	$ -	$ 187,524.79
52.1	Gasoline/Oil/Lube	$ 87,500.00	$ -	$ -	$ 87,500.00
52.2	Chemicals	$ 1,524,637.51	$ -	$ -	$ 1,524,637.51
52.3	Protective Clothing	$ 4,725.00	$ -	$ -	$ 4,725.00
52.4	Misc. Supplies	$ 139,478.12	$ 465.34	$ -	$ 139,943.46
52.5	Tools & Implements	$ 4,023.00	$ -	$ -	$ 4,023.00
54	Publications & Dues	$ 34,053.00	$ -	$ -	$ 34,053.00
55	Training	$ 51,549.00	$ -	$ -	$ 51,549.00
60	Capital Outlay	$ 1,241,900.95	$ 28,943.91	$ -	$ 1,270,844.86
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ 506,866.81	$ -	$ -	$ 506,866.81
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
TOTAL BUDGET AND CHARGES		$ 10,688,191.56	$ 142,574.82	$ -	$ 10,830,766.38
0.001	Reserves - Future Capital Outlay	$ 1,863,064.93	$ -	$ -	$ 1,863,064.93
0.002	Reserves - Self-Insurance	$ -	$ -	$ -	$ -
0.003	Reserves - Cash Balance to be Carried Forward	$ 848,443.73	$ -	$ -	$ 848,443.73
0.004	Reserves - Sick and Annual Leave	$ 84,463.21	$ -	$ -	$ 84,463.21
TOTAL RESERVES		$ 2,795,971.87	$ -	$ -	$ 2,795,971.87
TOTAL BUDGETARY EXPENDITURES and BALANCES		$ 13,484,163.43	$ 142,574.82	$ -	$ 13,626,738.25
ENDING FUND BALANCE		$ -	$ -	$ -	$ -

APPROVED: _____ DATE _____
Chairman of the Board, or Clerk of Circuit Court

APPROVED: _____ DATE _____
FDACS Mosquito Control Program Representative

FY 2026-2027 Budget Amendment #1

Cash Forward Budget Estimate	$ 4,955,913.52
Cash Forward Actual	$ 5,038,447.22
Cash Carry Forward Variance	$ 82,533.70
Additional Revenue	
IRC Excess Commision	$ 49,898.82
IRC Excess Fees	$ 10,142.30
(FY 2025-2026 True-up)	$ 60,041.12
Budget Amendment	**$ 142,574.82**

Expenditures	Budget Amount	Actual	Variance	
Drone & Lift	$ 50,000.00	$ 50,851.50	$ (851.50)	Capital
Drone Connectivity	$ -	$ 3,720.00	$ (3,720.00)	Communications
Drone Supplies	$ -	$ 465.34	$ (465.34)	Supplies
Vmware - Virtualization for Server 1 year (IT)	$ -	$ 11,290.45	$ (11,290.45)	Office Supplies
Mist Sprayer	$ -	$ 21,991.77	$ (21,991.77)	Capital
Tabula Mounting Equipment	$ -	$ 1,915.60	$ (1,915.60)	Capital
C02 Tanks	$ -	$ 4,185.04	$ (4,185.04)	Capital
Grant Consultant Fee	$ -	$ 812.50	$ (812.50)	Operations
Aerial Operations	$ -	$ 48,670.00	$ (48,670.00)	Operations
Salaries	$ -	$ 41,369.50	$ (41,369.50)	Personal
FRS		$ 7,303.12	$ (7,303.12)	Personal Benefits
			$ (142,574.82)	

Resolution Number 2026-009

A RESOLUTION OF THE INDIAN RIVER MOSQUITO CONTROL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE LOCAL FUND BUDGET FOR FISCAL YEAR 2026-2027.

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2026-2027 Budget are to be made by resolution pursuant to section 189.016(6)(c), Florida Statutes; and

WHEREAS, the Board of Commissioners of the Indian River Mosquito Control District of Indian River County, Florida, desires to amend the fiscal year 2026-2027 budget, as more specifically set for the in Attachment "F" attached hereto and by this reference made a part hereof,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Indian River Mosquito Control District of Indian River County, Florida, that the Fiscal Year 2026-2027 Budget be and hereby is amended as set forth in Attachment "F" upon adoption of this Resolution.

DULY ADOPTED at a public hearing this 17th Day of November, 2026.

Time Adopted _____ AM

_____

(Indian River Mosquito Control District of Indian River County)
Chair

ATTEST:

_____

_____