

**MEADOW COVE HOMEOWNERS ASSOCIATION, INC.  
BYLAWS**

The name of the non-profit corporation is MEADOW COVE HOMEOWNERS ASSOCIATION, INC. hereafter referred to as the "Association". The mailing address is Post Office Box 360348, Melbourne, Florida 32936. The official address of the Association is the address filed with the Division of Corporations, State of Florida.

The Articles of Incorporation, Declaration of Covenants and Restrictions ("DCR"), Bylaws, Florida Statute 720 are for the purpose of protecting the value and desirability of the Subdivision and for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner his or her family, friends, guests, and invitees shall comply with the provisions of the Covenants, Bylaws and Florida Statute 720 while present within this Subdivision.

**OFFICERS/DIRECTORS MEADOW COVE HOMEOWNERS ASSOCIATION:**

The Officers/Directors, one and the same, duly elected/appointed, shall be charged with the enforcement of the Articles of Incorporation, DCR, Bylaws, and Florida Statute 720, of the Association. The Officers/Directors hereafter known as the "Board".

**BOARD DUTIES:**

President:

The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out. The President shall sign all written instruments pertaining to the Association. The President shall co-sign, with the Treasurer, all checks. The President shall be the registered agent of the Association.

Vice-President:

The Vice-President shall act in the absence of the President, inability, or refusal to act, and to discharge such duties as required by the Board. The Vice-President shall be the head of the Nominating Committee and shall choose two other members to serve. The term of the Nominating Committee is from the first of the year until December 31<sup>st</sup> of the same year.

Secretary:

The Secretary shall keep and record the minutes of all meetings and proceedings of the Board and its members. The Secretary may electronically record, if chooses to do so, all meetings of the Board and all meetings with the members of the Association. All recordings shall be kept until the term of the Secretary is completed, but no later than the required general meeting in January. The Secretary shall keep the corporate seal and shall affix it on all documents requiring the seal. The Secretary shall serve notice to all members of the general meetings. The notice may be by e-mail or posted on the web site, except for meetings of all members. Those meetings will be by U.S. Mail, postage paid, as required in the covenants. The Secretary shall maintain the current names and address of all members of the Association.

Treasurer:

The Treasurer shall receive and deposit in the Association's bank account all monies pertaining to the Association business from the dues and special assessments, if any. The Treasurer shall give an accounting of any unpaid dues to the Board at the monthly meeting. The Treasurer shall bill the unpaid accounts adding the past due assessment of 18% per

annum. The Board, with the Treasurer, shall have the right to engage the services of an attorney for collection. The collection costs will be added to the outstanding debt. If dues remain unpaid, the Treasurer shall file a lien on the property and file the lien with the Brevard County Clerk of Courts. The Treasurer shall be responsible for the preparation of the estoppel certificate in recordable form. The homeowner is responsible for all costs of the estoppel and any unpaid assessment fees which will be collected at the closing. The Treasurer shall disburse such funds as directed by the Board. Pay the recurring monthly statements and account the sums on the monthly report to the Board. The Treasurer shall co-sign all checks with the President. The Treasurer shall prepare a yearly budget and expected expenditures to be presented at the yearly meeting in January. The budget will be posted on the Association's website. An annual audit made by a CPA will be made at the completion of each fiscal year. A copy will be posted on the Association's website.

At Large:

One member of the Association will be elected At-Large and shall be a voting member of the Board. The duties of the At Large member shall be directed by the Board.

**SERVICE ON THE BOARD:**

- (1) All officers are elected for a term of one year beginning after the vote of the members at the annual meeting. The fiscal year shall end on the 31<sup>st</sup> day of December preceding the January meeting.
- (2) Any officer may be removed from the Board with or without cause by a majority of the Board. The successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.
- (3) No officer shall receive compensation for any service on the Board except for out of pocket expense for the Association. The expense must be with a receipt and explanation for the expenditure.
- (4) The offices of Secretary and Treasurer may be held by the same person.

**COMMITTEES:**

- (1) The Architectural Control Committee is charged with the duty to review any plans for the exterior structure to the property including fences, roofs, change of colors of the home, and drive and walkways. The homeowner must provide the application for the change at least 30 days in advance of the change. The ACC will approve/or deny the change within 10 days of the receipt of the application. Any emergency caused by weather, the homeowner is to immediately secure the premises and advise the ACC within a reasonable amount of time, no later than 45 days after the emergency.
- (2) The Code Enforcement Committee is charged with the enforcement of the ACC and any violations of the DCR, Florida Statute 720, restrictions of the Bylaws or rules of the Association.
- (3) The Nominating Committee consists of the Vice-President represents of the Board and two members of the Association as selected by the Vice-President. The term of office shall be one year beginning January 1st until December 31st.
- (4) The Board may appoint a committee, and its chair, as deemed appropriate to carry out the business of the Association.

### **MEETINGS:**

- (1) Annual Meeting shall be held in January of each year beginning at 7:00 p.m. The meeting notice shall be by U.S. Mail at least 30 days in advance, not more than 60 days prior to the meeting. The agenda, final financial/budget information, new yearly assessment, and any other important business shall accompany the notice. Due to unforeseen circumstances, the meeting may be postponed, and a notice placed on the website. The meeting will be rescheduled as soon as possible with proper notice given.
- (2) Special meetings of all members may be called by the Board or written request of 25% members, in good standing, and the Board shall schedule the meeting within 30 days. The meeting must state the exact nature of the special meeting. The notice shall specify the place, date and hour of the meeting.

### **MEMBERSHIP AND VOTING RIGHTS:**

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall not be separated from ownership of any Lot which subject to assessment joint owners of the lot entitled to one vote only. The owner must be in good standing with all dues paid to vote.

### **ASSESSMENTS:**

- (1) The annual assessment may be increased by 5% each year without vote of the membership, with the Board's approval.
- (2) Assessment of Capital Improvement may levy in any assessment year applicable to that year only for the purposes of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two thirds of the votes of eligible members by in person or proxy at a special meeting called for that purpose. Notice of the special meeting shall be as required by the annual meeting.
- (3) At all meetings of members, each member may vote in person, or by proxy. A request for a proxy must be made to the Secretary, unless provided with a meeting notice. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

### **INSURANCE:**

- (1) Association is required to insure/bond the Officers/Directors with liability insurance in the amount of at least one million dollars. This insurance is coverage for any legal action or lawsuit that may occur.
- (2) The Association shall procure and maintain adequate liability and hazard insurance for property owned by the Association.
- (3) ~~Each member of the Association will be assessed their share of the insurance and billed in January each year.~~

### **COMMON AREA:**

- (1) The entrances on Stewart Road and Lake Washington are included in the common area. The Water Retention Area (Pond) also is included in the common area. The Association, through the Board, is responsible to maintain both areas.

- (2) There is no swimming or boating in the Water Retention Area. Members of the Association may fish in the area on catch and release only. Fish are not to be removed from the pond.

**PETS:**

- (1) No animals, livestock or poultry of any kind are permitted. Common household pets, dogs, cats, fish, birds in cages are permitted. No animals shall be kept for commercial breeding purposes. All cats and dogs must be licensed and vaccinated each year, and if asked, or a complaint filed with the Board, the homeowner must provide proof of registration. All dogs must be kept on a leash when out of their home and the owner must control the dog.
- (2) Any owner who keeps a pet thereby agrees to indemnify the Association and hold harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

**PARKING AND VISIBILITY OF CORNER LOTS:**

- (1) No homeowner/renter may park on the grass or sidewalk at any time. The visibility at street intersections shall not be blocked and all vehicles must maintain the clearance of 25 feet as required by Florida Statutes. Violation by the homeowner/renter is subject to a fine of \$25.00 after the first warning letter and the fine shall increase \$25.00 for each additional violation.
- (2) Each homeowner has the right to an exclusive use of their driveway and should park their vehicles in the garage or in the driveway. At no time shall a homeowner/renter make major repairs to vehicles in their driveway or in the street.
- (3) No commercial vehicle, recreational vehicles, or recreational equipment may be parked anywhere on residential premises except during loading/unloading or maintenance for a period not to exceed 48 consecutive hours within a seven-day period. No recreational vehicles or recreational equipment shall be parked or stored on any lot in a residential district except in a carport, enclosed building, or to the rear of the front building line. No commercial vehicle, recreational trailers, boats, or campers may park in the driveway at any time except to load or unload. All above listed vehicles must be parked behind the fence, to the rear of the building line, or off site.
- (4) The parking of any commercial vehicles, or any vehicle advertising business and/or service, which description shall include cars, trucks, tractor trailers, semi-trailers, and commercial trailers, is prohibited at any time in the driveways, on said premises, on common areas, or on the public streets of the subdivision. A waiver to this requirement may be issued by the Secretary at the Board's direction. No structure of a temporary character, basement, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time without the consent of the Architectural Committee.

**BOOKS AND RECORDS:**

The books and records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The DCR, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member. The request must be in writing to the President of the Association with at least twenty-four hours' notice.

**RENTALS:**

Any homeowner that desires to rent their home must fill out a rental information sheet. Any homeowner that rents their home must provide the names of all persons residing in the home, including any person or child, residing in the home on a regular basis, such as parental

timesharing. Any pets of the renter, including the name of the pet, must also be provided to the President and Secretary at least 7 days in advance of rental. The Board reserves the right to investigate the background and criminal history of the prospective renter or any person that resides in the home. The homeowner remains the responsible person for any and all illegal acts of the renter, and any person that resides in the home. The homeowner is responsible for compliance with the DCR and Bylaws. All rentals must be for a period at least one year. No lease for less than one year is allowed.

**GENERAL MAINTAINCE:**

The homeowner is required to provide the following to insure the value of homes in Meadow Cove Subdivision.

- (1) All lawns will be kept mowed and edged on a timely basis. A lawn that has not been mowed and is overgrown will receive a one-time notice to mow the lawn within forty-eight hours. A second notice will result in a fine of \$50.00. Each subsequent offense will result in a fine of \$50.00 each time. The homeowner remains responsible for the fines.
- (2) Pressure wash their home, driveway, walks and sidewalk in front of the home, at least once a year.
- (3) Keep clean and remove mold from outside of the home.
- (4) Homeowner that has fencing on their property, adjoining the sidewalk on Lake Washington and Stewart Road has the obligation to trim any foliage on their property that grows over or under the fence.
- (5) Homeowners that have fencing on their property must keep the fence in good condition including keeping the fence firmly anchored into the ground in an upright manner.
- (6) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**AMENDMENTS:**

These Bylaws may be amended at a regular, or special meeting of the members, by a vote of majority of members present in person or by proxy.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the DCR and these Bylaws, the DCR shall control. In case of any conflict with these Bylaws and Florida Statute 720, Florida Statute 720 shall control.

**IN WITNESS WHEREOF**, We, being the President and Secretary of the Board of the Meadow Cove Homeowners Association, hereunto set our hand on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MARTA MUNSON, President

\_\_\_\_\_  
SHARON McCALL, Secretary/Treasurer

STATE OF FLORIDA  
COUNTY OF BREVARD

**I HEREBY CERTIFY** that on this \_\_\_\_\_, 2021, personally appeared before me the President, Marta Munson, and the Secretary/Treasurer, Sharon McCall, members of the Meadow Cove Homeowners Association, Inc. Board who are known to me and executed the foregoing instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

**Notary Public, State of Florida**