

**THIS INSTRUMENT PREPARED BY
 AND RETURN TO:**

Elizabeth A. Lanham-Patrie
 Taylor & Carls, P.A.
 150 N. Westmonte Dr.,
 Altamonte Springs, FL 32714
 (407) 660-1040

EASEMENT AND SHARED USE AGREEMENT

This EASEMENT AND SHARED USE AGREEMENT (the "Agreement") is made as of the 5th day of July, 2011 by and between BAYSIDE LAKES COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC. a Florida not-for-profit corporation ("Bayside Lakes POA") and HOLLY TRACE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for profit corporation ("Holly Trace HOA") and is joined in by D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation ("Horton"). Bayside Lakes and Holly Trace may also hereinafter each be referred to as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, Bayside Lakes POA is the property owner's association organized to own, operate and administer the common areas and certain other property and improvements in the community located in Brevard County ("County"), Florida, known as Bayside Lakes Commercial Center ("Bayside Lakes") pursuant to its authority under that certain Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4212, Page 3045 of the Public Records of the County, as amended and/or supplemented by that certain First Amendment ("First Amendment") to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4353, Page 979; that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4411, Page 1155; that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4430, Page 179; that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4430, Page 176; that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4556, Page 3140; that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5014, Page 3165; that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5556, Page 3806; that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5593, Page 5444; that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5617, Page 133 (referred to herein as the "Fourth Amendment"); that

certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5732, Page 9771; that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5746, Page 2694; and, that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 5889, Page 2714, all of the Public Records of the County, Florida (collectively, the "**Bayside Lakes Declaration**"); and

WHEREAS, pursuant to the Bayside Lakes Declaration, Bayside Lakes POA owns and is responsible for the maintenance, repair and operation of certain "Common Area" (as such term is described in the Bayside Lakes Declaration), a portion of which is more particularly described on **Exhibit A** hereto (the "**Bayside Lakes Recreational Facilities**") which portion contains a clubhouse, swimming pool and related recreational facilities and amenities; and

WHEREAS, pursuant to the Bayside Lakes Declaration, Bayside Lakes POA also owns and is responsible for the maintenance, repair and operation of certain other Common Area, as more particularly described on **Exhibit B** hereto (the "**Bayside Lakes Roadway**"), which consists of a roadway providing ingress and egress to the Bayside Lakes Recreational Property (the Bayside Lakes Recreational Facilities and the Bayside Lakes Roadway shall hereinafter, collectively, referred to as the "**Bayside Lakes Recreational Property**"); and

WHEREAS, Bayside Lakes POA also maintains certain landscaping within the right-of-ways of Eldron Boulevard, portions of which are now identified as Cogan Drive SE, and Bayside Lakes Boulevard located within Bayside Lakes together with certain signage tracts (the "**Signage Tracts**," which Signage Tracts are more particularly described on **Exhibit C** hereto) for Bayside Lakes (collectively, the "**Additional Maintenance Property**"). The Bayside Lakes Recreational Property and the Additional Maintenance Property are collectively referred to herein as "**Shared Use Property**"; and

WHEREAS, Holly Trace HOA is a homeowners association organized to operate and administer that certain planned residential development, presently intended to comprise, one hundred forty-three (143) residential lots (the "**Holly Trace Lots**") located in a neighborhood within Bayside Lakes known as Holly Trace at Bayside Lakes pursuant to its authority under that certain Declaration of Covenants, Restrictions and Easements for Holly Trace at Bayside Lakes recorded in Official Records Book 5662, at Page 4816 of the Public Records of the County, as amended and supplemented from time to time (the "**Holly Trace Declaration**"); and

WHEREAS, Holly Trace HOA is not a member of Bayside Lakes POA and the property subject to the Holly Trace Declaration is not within the jurisdiction of, or subject to, the Bayside Lakes Declaration, however, in accordance with Article II, Section 7 of the Holly Trace Declaration, Holly Trace HOA, and its "Members" (as such term is defined in the Holly Trace Declaration), and such Members' family members, guests and invitees, enjoy the use and benefits of the Shared Use Property and as a result, Holly Trace HOA has agreed to be responsible for a proportionate share of Bayside Lakes POA's cost of maintaining the Shared Use Property; and

WHEREAS, to benefit the current and future owners of property located in Bayside Lakes, by this Agreement, the Parties wish to clarify the financial obligations of Holly Trace HOA with respect to the Shared Use Property and the proportionate cost sharing obligation referenced in Article II, Section 7, of the Holly Trace Declaration, and establish a means by which the Holly Trace Members and such Members' family members, guests and invitees can use and enjoy the Bayside Lakes Recreational Property; and

WHEREAS, Horton, as the "Declarant" under and as described in the Holly Trace Declaration is joining in this Amendment in order to acknowledge its consent to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Easement.** Bayside Lakes POA hereby grants to Holly Trace HOA, its Members, and such Members' family members, guests and invitees, a non-exclusive easement to use and enjoy the Bayside Lakes Recreational Facilities together with a non-exclusive easement over, across and through the Bayside Lakes Roadway for purposes of ingress to, egress from and access to the Bayside Lakes Recreational Facilities.
3. **Rules and Regulations.** The Rules and Regulations for the use of the Bayside Lakes Recreational Property are attached to this Agreement as **Exhibit D** and may be amended from time to time by Bayside Lakes POA. The Rules and Regulations shall apply uniformly to all persons entitled to use the Bayside Lakes Recreational Property, including Holly Trace HOA, its Members, and each of their respective family members, guests or invitees. The Rules and Regulations shall not discriminate against a Holly Trace HOA Member, nor such Members' family members, guests or invitees. In the event of a violation of the Rules and Regulations by a Holly Trace Member, a Member's family member, guest or invitee, Bayside Lakes POA shall be entitled to take any and all action against the applicable Member, Member's family member, guest or invitee, as applicable (which shall include, without limitation, the right to suspend use rights following reasonable notice and opportunity to be heard), in the same manner as provided under the Bayside Lakes Declaration, the Articles of Incorporation and By-Laws of Bayside Lakes POA, attached as exhibits thereto, and the Rules and Regulations (collectively, "**Bayside Lakes Governing Documents**") with respect to all persons entitled to use such facilities and amenities or take such other action as permitted by law or in equity.
4. **Recreation Share.** Holly Trace HOA, on behalf of its Members, shall pay to Bayside Lakes POA its "**Recreation Share**" of the "**Recreation Facilities Expenses**" (as such terms are hereinafter defined). The "Recreation Facilities Expenses" shall be determined by Bayside Lakes POA in good faith and shall be that portion of the "Category C-1 Budget" (as defined in the Fourth Amendment to the Bayside Lakes Declaration) of Bayside Lakes POA attributable to the operation, management, maintenance, repair and replacement of the Bayside Lakes

Recreational Property, including, without limitation, reasonable reserves, costs of insurance (or the cost of the applicable portion of a policy if such policy includes other improvements not subject to the Category C-1 Budget), permits, licenses, fees, etc. Except (a) as specifically permitted by Paragraph 9 below for permitted improvements; or (b) for costs related to a casualty loss not covered by insurance required to be maintained by Bayside Lakes POA for the Bayside Lakes Recreational Property, the Recreation Facilities Expenses shall exclude any special assessments for nonrecurring expenses applicable to the Bayside Lakes Recreational Property. Bayside Lakes POA shall prepare a schedule of Recreation Facilities Expenses annually and shall bill Holly Trace HOA semiannually its Recreation Share of such Recreation Facilities Expenses, such "**Recreation Share**" being 143/2,365 (or 6.04%).

5. **Additional Maintenance Property Share.** Holly Trace HOA, on behalf of its Members, shall pay to the Bayside Lakes POA its "**Additional Maintenance Property Share**" of the "**Additional Maintenance Property Expenses**" (as such terms are hereinafter defined). The "Additional Maintenance Property Expenses" shall be determined by Bayside Lakes POA in good faith, and subject to Paragraph 6 below, shall be that portion of the "Category B Budget" (as defined in the Fourth Amendment to the Bayside Lakes Declaration) attributable to the costs and expenses associated with the operation, management, maintenance, repair and replacement, including without limitation, reasonable reserves, of the Additional Maintenance Property shared by the residential subdivisions in accordance with the formula described in the Fourth Amendment to the Bayside Lakes Declaration (i.e., the residential subdivisions contribute to seventy percent [70%] of the total Category B Budget, with other property owners in Bayside Lakes sharing the remaining thirty percent [30%]). Except (a) as may be permitted by Paragraph 9 below for permitted improvements; (b) for costs related to a casualty loss not covered by insurance required to be maintained by Bayside Lakes POA for the Additional Maintenance Property; or, (c) for additional maintenance, repair or replacement costs incurred for the Additional Maintenance Property pursuant to specific requirements of any governmental or quasi-governmental agency with jurisdiction therefor (including, without limitation, the City of Palm Bay or St. Johns River Water Management District), the Additional Maintenance Property Share shall specifically exclude any special assessments for nonrecurring expenses applicable to the Additional Maintenance Property. Bayside Lakes POA shall prepare a schedule of Additional Maintenance Property Expenses annually and shall bill Holly Trace HOA, semiannually its Additional Maintenance Property Share of such Additional Maintenance Property Expenses, such "Additional Maintenance Property Share" being 143/2,365 (or 6.04%).

6. **Rights-of-Way Maintenance Obligations Termination.** Pursuant to Article III, Section 9 of the Bayside Lakes Declaration, Bayside Lakes POA's requirement to maintain the landscaping, lighting and accessories located within the right-of-ways of Bayside Lakes Boulevard and Eldron Boulevard (portions of Eldron Boulevard now being Cogan Drive SE) terminated on the date which was ten (10) years following the recordation of the Plat of Bayside Lakes Commercial Center, Phase 1 (which was recorded on May 25, 2000 in Plat Book 45, Page 65, of the Public Records of the County); and, the Plat of Bayside Lakes Commercial Center, Phase 2 (which was recorded on August 18, 2000 in Plat Book 45, Page 82, of the Public Records of the County). Notwithstanding the foregoing, and pursuant to Paragraph 1 of the First Amendment to the Bayside Lakes Declaration, the Parties agree it is in the best interests of Bayside Lakes for Bayside Lakes POA (rather than the City of Palm

Bay) to continue to maintain such areas. However, should Bayside Lakes POA discontinue maintaining such areas, or any portions thereof, for any reason whatsoever, Holly Trace HOA shall no longer be responsible for any costs and expenses associated therewith. Bayside Lakes POA shall provide prior written notice to Holly Trace HOA of any decision not to maintain such areas and Holly Trace HOA shall be entitled to a *pro rata* credit for any amounts prepaid toward such maintenance obligations.

7. **Maintenance of Shared Use Property.** Bayside Lakes POA shall be responsible to determine the need for and to cause to be performed the maintenance, repair and replacement of the Shared Use Property. Such maintenance, repair and replacement shall be to a standard reasonably determined by Bayside Lakes POA and in compliance with the Bayside Lakes Governing Documents and requirements of all governmental authorities of competent jurisdiction.

8. **Calculation of Recreation Share and Additional Maintenance Property Share.** The Recreation Share and Additional Maintenance Property Share is a *pro rata* amount based on the total number of Holly Trace Lots (i.e., 143) and the total number of residential lots in Bayside Lakes combined (as of the date of this Agreement the total number of residential lots in Bayside Lakes contributing to the Recreational Facilities Expenses and the Additional Maintenance Property Expenses is 2,365). In the event the total number of residential lots in Bayside Lakes sharing such expenses increases beyond 2,365, the Recreation Share and the Additional Maintenance Property Share applicable to Holly Trace HOA shall be proportionately reduced (e.g., if the total number of residential Lots in Bayside Lakes increases to 3,000, the Recreation Share and the Additional Maintenance Property Share shall be, respectively, 143/3000). Conversely, should the Recreation Share or the Additional Maintenance Property Share increase beyond 6.04% percent as a result of fewer than the current 2,365 residential lots in Bayside Lakes sharing (or being required to share) such expenses, whether such reduction of residential lots sharing in such expenses occurs as a result of court order, written agreement or otherwise, Holly Trace HOA shall pay such increased *pro rata* share of the Recreation Share and Additional Maintenance Property Share or shall have the option, exercisable in its sole discretion, upon thirty (30) days prior written notice to Bayside Lakes POA, to terminate this Agreement. In the event of an election to terminate this Agreement by Holly Trace HOA pursuant to its rights under the provisions of this Paragraph 8, the Parties agree to promptly execute and record a memorandum of termination of this Agreement in the Public Records of the County and, upon such event, the future rights and obligations of the Parties, if any, with respect to the Shared Use Property shall be determined by and subject to the provisions of Article II, Section 7 of the Holly Trace Declaration.

9. **Improvements to Shared Use Property.** Bayside Lakes POA shall have the right to make improvements (improvements shall not include repairs and replacements) to the Shared Use Property; provided however, if the costs of such improvements exceeds \$10,000.00 in any fiscal year, then such improvements and costs therefor must be approved, in the manner provided in this Paragraph 9, by a majority (51%) of the total number of residential lots in Bayside Lakes required to share in such costs at a meeting convened for such purpose. The required approval for an improvement and cost therefor which exceeds \$10,000.00 in any fiscal year shall be evidenced by votes cast by the respective presidents (or duly designated voting representatives) of each homeowners or property owners association in Bayside Lakes

on behalf of, and rather than by, the individual lot or homeowners within and subject to such associations. For example, if the president of the Holly Trace HOA (or its duly designated voting representative) casts a vote to approve such an improvement and cost therefor, then Holly Trace HOA's approval will be deemed to be on behalf of all the Holly Trace Members and counted for 143 votes. Bayside Lakes POA shall have the right to levy a special assessment for any such permissible improvements or to include the costs therefor as an additional expense in the appropriate Bayside Lakes POA budget.

10. **Cap on Annual Increases.** Except (a) as may be permitted by Paragraph 9 above for permitted improvements; (b) for costs related to a casualty loss not covered by insurance required to be maintained by Bayside Lakes POA for the Bayside Lakes Recreational Facilities and the Additional Maintenance Property; or, (c) for additional maintenance, repair or replacement costs incurred for the Additional Maintenance Property pursuant to specific requirements of any governmental or quasi-governmental agency with jurisdiction therefor (including, without limitation, the City of Palm Bay or St. Johns River Water Management District), in no event shall the total annual cost sharing expenses of Holly Trace HOA payable to Bayside Lakes POA increase beyond fifteen (15) percent over the prior years' total cost sharing expenses (using the 2011 cost sharing expenses as the base year), without the prior written consent of Holly Trace HOA, which consent may be withheld in its sole, but reasonable, discretion.

11. **Access to Books and Records.** Holly Trace HOA shall have reasonable access to Bayside Lakes POA's books and records with respect to the Recreation Facilities Expenses and the Additional Maintenance Property Expenses and shall be furnished a copy of the schedule of Recreation Facilities Expenses and the schedule of Additional Maintenance Property Expenses for the next fiscal year at least thirty (30) days prior to the end of Bayside Lakes POA's current fiscal year.

12. **Payments; Late Payments; Suspension of Use Rights.** The Recreation Share and the Additional Maintenance Property Share payments shall be made semiannually (on January 1st and July 1st of each calendar year). Bayside Lakes POA's shall deliver a notice to Holly Trace HOA not less than thirty (30) days before payment for any such amount is due. In the event any payment required to be made under this Agreement is more than thirty (30) days late, it shall bear interest thereon, from the date originally due until actually paid, at eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less; provided, however, the payment of interest shall not prohibit Bayside Lakes POA from exercising any other remedies provided for under this Agreement, including the right, following an additional twenty (20) days' prior written notice, to suspend the rights of Holly Trace HOA and all of its Members (and their respective family members, guests and invitees) to use the Bayside Lakes Recreational Property until all such monetary obligations (including, without limitation, interest and costs of collection therefor) are paid in full.

13. **Breach; Prevailing Party; Jurisdiction.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, either Party shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. It is agreed that in the event it becomes necessary for either Party to defend or

institute legal proceedings as the result of the failure of the other to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs incurred prior to the institution of legal proceedings and through all legal proceedings (including through appellate levels). This Agreement shall be governed by the laws of the State of Florida and venue for any action with respect to this Agreement shall be in Brevard County, Florida.

14. **Limitations on Easements.** The easements granted to Holly Trace HOA pursuant to this Agreement shall not extend over, across, under or through any other private portion of Bayside Lakes, other than the Bayside Lakes Recreational Property as more particularly described in Paragraph 2 above.

15. **Retained Rights.** Bayside Lakes POA reserves the right to make any use of the Bayside Lakes Recreational Property; provided, such uses are not inconsistent with the rights conveyed to Holly Trace HOA, and do not interfere with the use and enjoyment of the easements for the purposes set forth herein by Holly Trace HOA Members, and such Member's family members, guests and invitees.

16. **Title.** Bayside Lakes POA hereby represents that it is lawfully seized and possessed with fee simple title to the Bayside Lakes Recreational Property, and that it has good and lawful right to declare, establish and grant the easements and use rights described herein.

17. **Benefited Parties.** The rights, benefits and privileges declared and established herein shall inure to the benefit of Bayside Lakes POA, Holly Trace HOA, and their respective members, successors, heirs and assigns. The rights and privileges are not, and shall not become, a dedication to the public, or otherwise, and Bayside Lakes POA retains the right to exclude any individual or entity (either public or private) from the Bayside Lakes Recreational Property, if in the exercise of its reasonable judgment, any such individual or entity poses a threat or hazard (either real or apparent) to Bayside Lakes or Holly Trace.

18. **Covenants Running with the Land.** All rights, privileges, benefits and burdens created herein for the benefit of Bayside Lakes and Holly Trace, shall run with the land and be binding upon and inuring to the benefit of Bayside Lakes POA and/or Holly Trace HOA, as applicable, and their respective successors and assigns.

19. **Insurance.** Bayside Lakes POA shall obtain and maintain a policy or policies of insurance in accordance with the provisions of the Bayside Lakes Declaration (including but not limited to Article IV, Section 9, thereof). Bayside Lakes POA shall furnish to Holly Trace HOA a certificate of insurance which shall provide for not less than thirty (30) days' prior notice to Holly Trace HOA before the insurance policy or policies may be cancelled.

20. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: upon receipt or refusal to accept receipt if sent by messenger; upon personal delivery to the party to whom the notice

is directed; if sent by facsimile, upon electronic confirmation of receipt from the receiving facsimile machine; upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this Paragraph); or upon receipt or refusal to accept receipt, if sent via certified mail, return receipt requested, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this Paragraph):

To Bayside Lakes: Bayside Lakes Commercial Center Property Owners Association, Inc.
c/o Fairway Management of Brevard, Inc.
Attn: Jim Kenney
1331 Bedford Drive, Suite 103
Melbourne, FL 32940

With a copy to: Elizabeth A. Lanham-Patrie, Esq.
Taylor & Carls, P.A.
150 N. Westmonte Dr.,
Altamonte Springs, FL 32714

To Holly Trace: Holly Trace at Bayside Lakes Homeowners Association, Inc.
c/o Sentry Management, Inc.
Attn: James W. Hart, Jr.
2180 West SR 434, Suite 5000
Longwood, FL 32779

To Horton: Keith V. Williams, Division President
D.R. Horton, Inc.
100 Rialto Place, Suite 875
Melbourne, FL 32901

With a copy to: Sandra E. Krumbein, Esq.,
Shutts & Bowen LLP
200 East Broward Blvd., Suite 2100
Fort Lauderdale, FL 33301

21. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof.

22. **Severability.** In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Agreements with Other Homeowners or Property Owners Associations in Bayside Lakes.** The Parties acknowledge and agree that Bayside Lakes POA will endeavor to enter into agreements substantially similar to this Agreement with other homeowners and property owners associations in Bayside Lakes, which such associations and their members are entitled to use and enjoy, in exchange for payment therefor, the Shared Use Property. In connection with any such other agreements, Bayside Lakes POA hereby agrees that except as otherwise previously agreed to in writing by Holly Trace HOA, such agreements shall not include terms or

conditions more favorable to such other associations as compared to the agreements made herein by the Parties and that any such agreements or provisions thereof shall not serve, either directly or indirectly, to increase the costs and expenses which Holly Trace HOA is obligated for under this Agreement or otherwise interfere with any of the rights and privileges granted to Holly Trace HOA by Bayside Lakes POA hereunder.

25. **Recordation.** The Parties agree that upon the full execution of this Agreement, the same shall be recorded in the Public Records of the County.

26. **Waiver.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

27. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. No representations, except as herein expressly set forth, have been made by any Party to the other, and this Agreement cannot be terminated, amended or modified except in writing, signed by the Parties, and recorded in the Public Records.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Printed Name: Jim Kenney

Printed Name: ERIC BYRD

**BAYSIDE LAKES COMMERCIAL
PROPERTY OWNERS ASSOCIATION,
INC.**

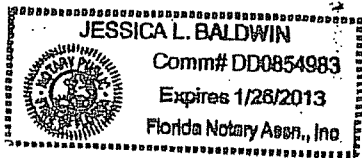
By: [Signature]
Printed Name: Bonnie Koughel
Title: President

Address: 254 Broughton Dr SE
Falmouth, FL

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 27th day of April, 2011, by Bonnie Koughel, President, as President of **BAYSIDE LAKES COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Jessica L. Baldwin
Commission No.: DD0854983
Commission Expires: 01/26/2013

10/11

Signed, sealed and delivered in the presence of:

[Signature]
Printed Name: Brian W Davidson

[Signature]
Printed Name: Kameron S. Smith

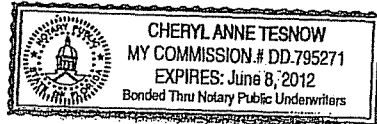
HOLLY TRACE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Printed Name: Keith Williams
Title: President
Address: 100 Rialto Place, Suite 900
Melbourne, FL 32901

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 5 day of JULY 2011, by Keith Williams, as President of **HOLLY TRACE AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____
Commission No.: _____
Commission Expires: _____

JOINDER AND CONSENT OF DECLARANT

THIS JOINDER AND CONSENT OF DECLARANT ("Joinder and Consent of Declarant") is given this 5 day of July, 2011 by D.R. Horton, Inc.-Jacksonville ("Horton").

Horton, as the "Declarant" under and as defined in the Declaration of Covenants, Restrictions and Easements for Holly Trace at Bayside Lakes, recorded in Official Records Book 5662, Page 4816, of the Public Records of Brevard County, Florida hereby joins in and consents to the execution, filing and/or recordation of the foregoing Easement and Shared Use Agreement.

IN WITNESS WHEREOF, Horton has caused this Joinder and Consent of Declarant to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

D.R. Horton, Inc.-Jacksonville, a Delaware corporation

[Signature]
Printed Name: Brian W. Davidson

By: [Signature]
Printed Name: Keith V. Williams

[Signature]
Printed Name: Cameron S. Smith

Title: Vice President
Address: 100 Rialto Pl. Suite 800
Melbourne, FL 32901

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Keith V. Williams, the Vice President, of D.R. Horton, Inc.-Jacksonville, a Delaware corporation, 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. Keith V. Williams is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 5 day of July, 2011.

[Signature]
Notary Public, State of Florida at Large



Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

EXHIBIT "A"

BAYSIDE LAKES RECREATIONAL FACILITIES

Tract R-1, Monterey Cove at Bayside Lakes, according to the plat thereof as recorded in Plat Book 49, Page 80 of the Public Records of Brevard County, Florida.

EXHIBIT "B"

BAYSIDE LAKES ROADWAY

Tract R-1, Bayside Lakes Commercial Center Phase 2, according to the plat thereof as recorded in Plat Book 45, Page 82 of the Public Records of Brevard County, Florida.

EXHIBIT "C"

SIGNAGE TRACTS

Tract S-1, Magnolia Park at Bayside Lakes, according to the plat thereof as recorded in Plat Book 49, Page 60 of the Public Records of Brevard County, Florida;

and

Tract S.2, Summerfield at Bayside Lakes, Phase 1, according to the plat thereof as recorded in Plat Book 45, Page 18 of the Public Records of Brevard County, Florida.

EXHIBIT "D"

Bayside Lakes Recreational Property
Rules and Regulations

**Bayside Lakes Commercial Center Property Owners'
Association, Inc.**

Recreation Facilities Rules/Regulations

The Recreational Facilities consist of the clubhouse, swimming pool, tennis courts, Basketball court, playground, parking lot, and surrounding common areas. The primary use of this facility is for the social and recreational enjoyment of Bayside Lakes Homeowners and their guests. All Bayside Lakes residents and their guests are bound by these Rules and Regulations. The Rules may be revised from time to time as deemed necessary by the Bayside Lakes Commercial Center POA Board of Directors. All Bayside Lakes' residents are responsible for keeping themselves and their guests informed of all rules and regulations. All residents and guests use these Recreation Facilities with the understanding that they agree to indemnify Bayside Lakes Commercial Center Property Owners Association, Inc., and its Management, and employees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability losses and damages of any nature whatsoever that the aforementioned shall or may at any time sustain as a result of the use of the facilities.

General Rules/Regulations: (Apply to all Recreation Facilities)

- a. The hours of use are restricted to from dawn to dusk.
- b. No use of the Recreation Facilities will be granted to guests unless accompanied by a resident with the approved Identification (Pool Key*, Picture ID with Bayside Lakes address).
- c. **NO BREAKABLE** containers are allowed in any of the Recreation Facilities and all litter is to be disposed of in the containers provided.
- d. The restrooms in the Cabana and on the Porch are to be kept clean and to be locked when not in use, or otherwise occupied.
- e. The Homeowners Association reserves the right to close the facility at any time for special events, maintenance and/or emergency reasons.
- f. Violating these Rules/Regulations may result in administrative action, which may include but not be limited to Fines and/or Losing the privilege of using the Recreation Facilities.

- g. The Board of Directors may from time to time update, change and/or modify these Rules and Regulations.

Basketball Courts:

The number of guests is limited to four (4) per household and the time limit when others are waiting is one hour.

Tennis Courts:

The number of guests is limited to three (3) per household and the time limit for using the Tennis Courts when others are waiting to play is one hour.

Pool Area:

- a. **Guests:** The number of guests is limited to two (2) per household from April 1st thru October 31st.
- b. **Food & beverages litter:** No food, beverages or breakable containers are allowed in the pool area, except that refreshments are permitted in the area within the cabana roof. All litter is to be disposed of in the containers provided. Absolutely **NO GLASS CONTAINERS ARE ALLOWED IN THE POOL AREA.**
- c. **Legal Requirements:** All pool activities are to be conducted in accordance with applicable State and Local laws and regulations. A sign attached to the front of the cabana outlines the major rules to be complied with.
- d. **Pool Gates:** The Pool Gates are to be closed and locked at all times except when the facility is in actual use. Each resident has been issued a key to unlock the pool gates and cabana restroom doors.
- e. **Risk:** The pool will be used at the risk of the individual(s) using the facility. **No lifeguard is in attendance.**
- f. **Physical restrictions:** No diving, running, jumping splashing, ball throwing, or other boisterous conduct in or around the pool is permitted. Any similar activity which poses a threat of injury to any person shall not be allowed in or around the swimming pool or cabana area.
- g. **Shower requirements:** All individuals shall shower and all lotions, creams and oils shall be completely removed before entering the pool.

- h. **Diapers:** No cloth diapers are allowed. Only Red Cross approved swimming diapers are allowed.
- i. **Pets:** No animals or pets are allowed in or around the pool, deck or cabana areas other than service animals.
- j. **Toys:** Bicycles, skates, skateboards, scooters, etc. are not allowed inside the fenced or screened in areas surrounding the pool.
- k. **Swimwear:** Only proper swimwear is allowed in the pool. No cut-offs, shorts or thongs.
- l. **Tobacco products:** No smoking materials, tobacco products or gum are permitted in or around the pool, deck or cabana areas.
- m. **Diving:** No diving is permitted; diving includes flips, twists, 'trick' jumps etc. No diving or scuba gear is allowed inside the pool. The life saving devices provided are for emergency use only.
- n. **Audio devices:** Radios or other audio devices are permitted but shall be played at levels so as not to disturb those outside the pool area.
- o. **Furniture:** The seating area of chairs and lounges shall be covered by towels before use and all furniture returned to their proper places after use. Lounges should be returned to the upright position. Nothing shall be removed from the pool area without approval of the Board of Directors. Storage of personal furniture is not permitted.
- p. **Age limits:** Individuals at the pool under 16 years old must be accompanied and under the supervision of a responsible person over the age of 18 years.
- q. **Lights:** The pool underwater lights are timer controlled and on between approximately 7:00 p.m. to 5:00 a.m. for safety reasons. These times may be changed seasonally.
- r. **Safety floats:** Reattach the safety float line, if unattached, before leaving the pool area. The swimming pool safety equipment shall not be used for recreational purposes.
- s. **Cabana Use:** The pool and cabana area will not be closed for the use of private parties.

t. **Miscellaneous:** Persons with contagious or infectious conditions may not use the pool.

u. No more than **60** persons shall occupy the swimming pool at any one time.

*PLEASE NOTE: Pool Keys are for Bayside Lakes Resident's use ONLY. If the property transfers ownership the key should be turned over with the property.