

THIS AGREEMENT PREPARED BY
AND RETURN TO:

Clifford R. Repperger, Jr., Esq
GrayRobinson, P.A.
1795 West NASA Boulevard
P.O. Box 1870
Melbourne, FL 32902

CFN 2011087145, OR BK 6385 PAGE 270,
Recorded 05/16/2011 at 03:16 PM, Mitch Needelman, Clerk
of Courts, Brevard County
Pgs:17

**CERTIFICATE OF APPROVAL OF AMENDED
AND RESTATED DEED OF RESTRICTIONS
FOR BAREFOOT BAY**

The undersigned, Tom Guinther, as Chairman, and John McAfee, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 26th of April, 2011, which is attached hereto has been duly approved in writing by a majority of the owners of the platted lots in the subdivisions described in this certificate, as is provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay applicable to said subdivisions which is recorded at Official Record Book 5890, Page 7390, of the Public Records of Brevard County, Florida (the "Prior Restrictions"). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the Prior Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

The attached Amended and Restated Deed of Restrictions for Barefoot Bay is applicable to all lands within the following platted subdivisions collectively known as Barefoot Bay:

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida; and

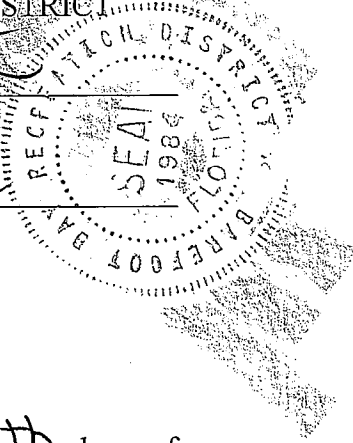
BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 10 day of May, 2011.

BAREFOOT BAY RECREATION DISTRICT

By: Tom Guinther
Tom Guinther, Chairman

Attest: John McAfee
John McAfee, Secretary



STATE OF FLORIDA)
COUNTY OF BREVARD)

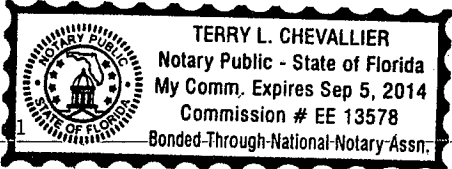
The foregoing instrument was acknowledged before me on the 10th day of May, 2011, by TOM GUINTHER and JOHN MCAFEE, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced _____ as identification and did take an oath.

Stamp/Seal

Terry L. Chevallier
Signature of Notary Public

My Commission Expires: 9-5-2014

621962



**AMENDED AND RESTATED
DEED OF RESTRICTIONS FOR BAREFOOT BAY**

THIS DECLARATION, is made as of the 26th day of April, 2011, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

WITNESSETH

WHEREAS, Barefoot Bay is a residential development located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as "*Barefoot Bay*".

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

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BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida; and

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 5890, Page 7390 of the Public Records of Brevard County, Florida, and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records Book 2678, Page 2606; and Official Records Book 4076, Page 2374 of the Public Records of Brevard County, Florida (collectively the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions provide that the terms and conditions of the Prior Restrictions may be amended upon approval of a majority of the owners of residential lots in Barefoot Bay; and

WHEREAS, this Amended and Restated Deed of Restrictions has been approved in writing as a revised, amended and restated amendment of the Prior Restrictions by a majority of the owners of the platted residential lots in Barefoot Bay.

NOW, THEREFORE, the property owners in Barefoot Bay declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

ARTICLE I DEFINITIONS

Section 1. “*Association*” shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.

Section 2. “*Recreation District*” shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 *et.seq.*, Florida Statutes.

Section 3. “*Owner*” and “*Lot Owner*” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

Section 4. “*Lot*” shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.

ARTICLE II ARCHITECTURAL REVIEW & CONTROL

Section 1. Architectural Review & Control Committee.

An Architectural Review & Control Committee (ARCC) shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

(A) The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Chairman of the ARCC.

(B) Three additional members of the ARCC shall be appointed as follows: One (1) by the Board of Trustees and Two (2) by the Association, all of whom shall be Lot owners.

(C) The fifth member shall be a management employee of the Recreation District and shall serve as Secretary of the ARCC.

The term of the members of the ARCC shall be for an indefinite period. Each member shall serve at the pleasure of the authority which made his or her appointment, and each member shall serve on the ARCC until he or she is replaced, resigns or otherwise leaves office. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Vice-Chairman from among its membership at the organizational meeting. The ARCC shall also adopt such rules and procedures as it may deem to be appropriate; provided, however, that such rules may not be inconsistent with the provisions of this Article.

Section 2. Requirements for approvals by ARCC.

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and
2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

Section 3. Architectural Design and Installation Requirements.

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

(A) All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.

11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.

12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.

13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.

14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn during any time that the residence is occupied.

16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.

(B) Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.

(C) All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of the Article.

(D) No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.

(E) No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.

(F) All manufactured or modular homes place on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.

Section 4. Setbacks.

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following set backs from Lot lines:

1. Corner Lots

Rear Setback - 7 1/2 feet

Side Setback from Adjacent lot - 7 1/2 feet

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. Interior Lots

Rear Setback - 7 1/2 feet

Side Setback - 7 1/2 feet

Front Setback - 10 feet

3. Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used.

Section 5. Fencing.

(A.) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, fencing shall be limited to chain link or vinyl fencing not exceeding four (4) feet in height.

Section 6. Antennas and Satellite Dishes.

(A) As used in this section, the following terms shall have the following meanings:

1. ***“Reception Antenna”*** shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this definition, provided that it meets the standards of the Federal Communications Commission (“FCC”) for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.

2. ***“Transmitting Antenna”*** shall mean any device used for the sending or transmission of audio or video signals.

(B) Installation of transmitting antennas on the exterior of residences within Barefoot Bay shall be prohibited on and after August 31, 1997. Any transmitting antenna located on residential property in the Recreation District on August 31, 1997, shall be permitted to remain in place and utilized by its Owner until such antenna is destroyed, removed, or damaged in an extent of more than 75 % of its value. Upon such destruction, removal, or damage, such antenna shall not be replaced or repaired.

(C) No reception antenna shall be installed on the exterior of any structure within Barefoot Bay unless and until written notice of such installation is submitted to the ARCC. The said written notice shall demonstrate that the proposed installation complies with all rules and regulations of the FCC and with these rules and regulations. Any such notice submitted by a tenant shall be accompanied by the written joinder and consent of the Lot Owner.

(D) All reception antennas installed within Barefoot Bay Recreation District shall meet the following requirements:

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.

2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.

4. No part of any antenna shall be located within seven and one-half (7 1/2) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

5. No antennas shall be installed in a location which is higher than is absolutely necessary for reception of an acceptable quality signal.

6. Antennas shall be installed and secured in a manner which complies with all applicable local and state laws and regulations and manufacturer's instructions.

7. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person.

(E) The Owner of reception antenna shall not permit the antenna to fall into disrepair or to become a safety hazard and the Owner shall be responsible for all maintenance and repair of the antenna.

(F) Each Owner of a reception antenna shall be responsible for all costs associated with the antenna, including, but not limited to:

1. The cost to repair, replace, maintain, move and remove the antenna.
2. The damages to common property, other Lots and any other property damage by the installation, maintenance or use of the antenna.
3. The costs of injury to any persons who may be injured as a result of the installation or use of the antenna.

Section 7. Enforcement of Architectural Control Requirements.

(A) In the event that the ARCC determines that there is a violation of the provisions of this Article on any lot in Barefoot Bay, the ARCC shall give written notice to the Owner of such Lot specifying the nature of such violation and giving the Lot Owner a reasonable time of not less than 21 days to cure or correct such violation. Such written notice shall be either: delivered personally to one of the record owners of the Lot in question as shown on the Brevard County tax rolls, or mailed by certified U.S. Mail, return receipt requested, to the address of such Owner as shown on the Brevard County tax rolls.

(B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Article, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

**ARTICLE III
RESTRICTIONS ON USE OF LOTS**

Section 1. Residential Use.

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds a home occupation license issued by Brevard County for such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of the article.

Section 2. Condition of Property.

(A) The lawn and landscaped areas of each lot shall be maintained at the expense of the Owner or Resident of such lot. The lawn and landscaped areas shall be maintained in good appearance and free from all underbrush, all rubbish, and weeds and grass in excess of six inches in height.

(B) The exterior of a home on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of this Section 2, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirements of subsections (A), (B), and (C) of this Section. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall be and become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard County; provided, however, such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above-described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

Section 3. Parking of Vehicles.

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pick-up truck with camper top or any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

(B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner.

(C) Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle or a boat mounted upon a boat trailer may be parked in the driveway on a lot for a period not to exceed 48 continuous hours for purposes of cleaning, loading, unloading and preventive maintenance. The Recreation District shall be notified in advance if the owner of a recreation vehicle or boat desires to park such vehicle or boat in his driveway for such purposes.

(D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot.

Section 4. Pets.

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay.

(B) No animals other than a dog or a cat shall be permitted to be kept as pets on any residential lot. No person shall keep more than two dogs and/or cats in any combination on any Lot; provided, however, that newborn litters of puppies or kittens may be kept for a maximum of three months. No feral cat colony shall be maintained on any lot in Barefoot Bay.

(C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay.

(D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay.

Section 5. Nuisance.

No nuisance shall be allowed upon any Lot, nor shall the occupant of any Lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the Owners thereof. No person shall make unlawful use of any Lot within Barefoot Bay, and the occupants of all Lots shall comply with all valid laws, zoning ordinances and regulations of Brevard County and the State of Florida.

Section 6. Signs.

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent" or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material.

(B) Not more than one sign advertising a “*Garage Sale*” or “*Yard Sale*” shall be located on any Lot. All such signs shall comply with the codes of Brevard County.

(C) Except as provided in subsections (A) and (B) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay.

(D) All signs on commercial property within Barefoot Bay shall comply with all applicable ordinances and regulations of Brevard County.

(E) The Recreation District shall have the right to erect signs within Barefoot Bay for the purposes of identifying the Barefoot Bay development or providing directions to or identifying properties owned by the Recreation District.

Section 7. Vehicle Repairs.

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

Section 8. Commercial Work and Storage of Materials Outside of Dwelling Units.

No commercial work or storage of work materials or work equipment shall be permitted on any Lot outside of a dwelling unit. Additionally, no work material or work equipment shall be stored in public view in, on or upon any vehicle parked on any Lot.

Section 9. Clotheslines.

No clothesline or devices for hanging or drying of clothes shall be permitted on the exterior of any home or vacant Lot.

Section 10. Condition of Skirting Material on Home.

The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to be maintained in good condition.

Section 11. Motorized Boats.

Except for craft utilized for maintenance purposes by or on behalf of the Recreation District, no motorized boats shall be operated or otherwise used on any of the lakes, canals or other waterways within Barefoot Bay.

Section 12. Enforcement of Deed of Restrictions.

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) **Notice of Violation.** In the event that the Recreation District determines that there is a violation of the provisions of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give written notice to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time to cure or correct such violation. Such written notice shall be deemed to be sufficient if it is (I) delivered personally to the occupant of the Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls (II) mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or (III) mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

(C) **Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

ARTICLE IV FACILITIES OF RECREATION DISTRICT

Section 1. Ownership.

The Recreation District by and for the benefit of the property owners of Barefoot Bay shall be the Owner of all common areas and recreational facilities within Barefoot Bay. The Recreation District shall have the right to operate and maintain such facilities for the benefit of the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

Section 2. Rules and Regulations.

The Recreation District shall have the power to adopt the rules and regulations regarding the use of any facilities owned by it.

Section 3. Social Membership Fee.

Each Lot Owner shall, at the time of closing or on the first day of the month following recording of such Owner's Deed to a Lot in Barefoot Bay, pay to the Recreation District a social membership fee. The membership fee at the time of recording of this Amended and Restated Deed of Restrictions is \$524.70 including sales tax per Lot, but such fee may be increased from time to time as may be determined by the Board of Trustees of the Recreation District.

The Social Membership Fee shall be a one time charge which is non-refundable and non-transferable from a Lot Owner to any other party. Such fee shall entitle the Lot Owner to use of the common facilities of the Recreation District, except the Golf Course, subject to the Rules and Regulations adopted by the Recreation District for the use of its facilities. No Lot Owner shall be excused from payment of the Social Membership Fee by reason of (I) non-use of the facilities, (II) non-residency in Barefoot Bay, or (III) by virtue of ownership of more than one Lot.

The Lot Owner's obligation for the Social Membership Fee accrues upon transfer of title to a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership Fee remains unpaid more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

Section 4. Recreation District Assessment and/or Maintenance Fee.

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

Section 5. Use of Golf Course.

None of the charges described previously in this Article shall be construed to entitle any Lot Owner or any other person to use the Golf Course within Barefoot Bay without payment of such additional Green Fees or Golf Fees as may, from time to time, be established by the Recreation District.

**ARTICLE V
GENERAL PROVISIONS**

Section 1. Easements.

The easements and rights of way set forth on the recorded plats of Barefoot Bay for public utilities are reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, television cables, storm drains, and other functions which are necessary or expedient for public health and welfare. Along curved blocks, overhead utility lines are permitted beyond the front and rear easements to the extent necessary to service all Lots in such blocks. Overhead service wires are permitted across the corner of rear yards where side Lot lines do not join in the rear at a common corner.

Section 2. Severability.

The provisions of this Amended and Restated Deed of Restrictions are severable, and the invalidation of any one provision by a court of competent jurisdiction shall not invalidate any other provision hereof. Any provision not affected by such judgment shall remain in full force and effect.

Section 3. Duration of Covenants.

The covenants set forth in this Amended and Restated Deed of Restrictions shall run with the land and shall be binding on all parties or persons holding title to Lots in Barefoot Bay for a period of fifteen (15) years from the date of recording of this instrument. After such period, the provisions set forth in this instrument shall be extended automatically for successive periods of ten (10) years each.

Section 4. Amendments.

Amendments to this instrument may be initiated by a Lot Owner, the Recreation District, or the Association. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment affecting any of the rights or responsibilities of either the Association or the Recreation District shall have the concurring vote of the Executive Board of the Association, and/or the concurring vote of the Board of Trustees of the Recreation District, as applicable. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

**ARTICLE VI
PRIOR DEED OF RESTRICTIONS SUPERSEDED**

This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions and the assignment of Right recorded at Official Records Book 3633, Page 0938, of the public records of Brevard County, Florida.

**ARTICLE VII
CERTIFICATE OF APPROVAL**

The undersigned Chairman and Secretary of the Recreation District certify that this Amended and Restated Deed of Restrictions has been approved and adopted by the written consent of a majority of the Lot Owners in Barefoot Bay, the concurring vote of the Executive Board of the Association and the concurring vote of the Board of Trustees of the Recreation District.

IN WITNESS WHEREOF, the undersigned officers of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 26th day of April, 2011.

BAREFOOT BAY RECREATION DISTRICT

By: _____

Tom Guinther, Chairman

Attest:

By: _____

John McAfee, Secretary

