



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
June 28, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
 - A. Minutes dated June 9, 2022
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Revised DOR Amendment Ballot Mailout Authorization
 - B. Shaw Medical Group, LLC Sublease Approval
- 11. New Business**
 - A. Adoption of FY23 Budget
 - B. Public Hearing and Adoption of FY23 Assessment Rate
 - C. Pickleball Courts Resurfacing Award of Contract
 - D. DOR Violations
 - i. DOR Violation 22-001314 - 512 Puffin Drive
 - ii. DOR Violation 21-002442 - 512 Puffin Drive
 - iii. DOR Violation 22-001247 - 478 Dolphin Circle
 - iv. DOR Violation 21-002556 - 418 Barefoot Blvd
 - v. DOR Violations 21-001869 - 406 Papaya Circle

- vi. DOR Violation 22-000853 - 406 Papaya Circle
- vii. DOR Violation 22-000414 - 960 Cashew Circle
- viii. DOR Violation 21-002848 - 406 Avocado Drive
- ix. DOR Violation 22-001075 - 900 Hawthorn Circle

12. Manager's Report

- A. June 28, 2022 Manager's Report

13. Attorney's Report

14. Incidental Trustee Remarks

15. Adjournment

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

June 9, 2022

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on June 9, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Morrissey.

Roll Call

Present: Mr. Morrissey, Mr. Amoss, Mr. Maino, Mr. Brinker. Also, present, Jason Pierman, SDS (Acting Community Manager), John Cary, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations/HR Manager, Matt Goetz, Property Services Manager, Charles Henley, Finance Manager, Kathy Mendes, Food & Beverage Manager, Ernie Cruz, Golf Operations Manager and Mackenzie Leiva, Management Analyst. Mr. Nugent was excused.

Additions or Deletions to the Agenda

Mr. Maino made a motion to add agenda item 6A (Employee Pay and Classification Study to 6B), introduction of the new Community Manager. Second by Mr. Morrissey. Motion passed.

Presentations and Proclamations

Jason Pierman of SDS, introduced the new Community Manager, Kent Cichon. Mr. Maino gave an overview of the organization and roles of staff within the district.

Stasey Whichel, Project Manager for Evergreen Solutions, LLC presented the Classification and Compensation Study for BBRD. Mr. Maino asked questions about comparisons to BBRD peers. Ms. Stacey explained that they take a certain amount of job classifications as a benchmark.

Approval of Minutes

Mr. Brinker made a motion to approve BOT Regular Meeting minutes dated May 12, 2022. Second by Mr. Morrissey. Motion passed.

Treasurer's Report

Mr. Brinker made a motion to approve the Treasurer's Report for June 9, 2022, as read. Second by Mr. Morrissey. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Linda Munson (Vice President of the Pickleball club)-923 Balsam-spoke in favor of the pickleball courts being resurfaced.

Bernard Silvera-964 Cashew Circle-voiced his concern about the cost of the Lounge outside bar and the outdated POS system.

Rick Berndsen-Cashew Circle-voiced his concern about the cost of capital improvement projects. He also expressed his gratitude to Mr. Armington for the job he does within the DOR.

Unfinished Business

None.

New Business

Acceptance of Donation Request

Staff recommends the BOT accept the donation of \$849.35 from Ms. Wright and a \$839.85 donation from Ms. Kaszanek for a bench on the Golf Course.

Mr. Morrissey made a motion to accept the donation of \$849.35 from Ms. Wright and a \$839.85 donation from Ms. Kaszanek for a bench on the Golf Course. Second by Mr. Amoss. Motion passed.

Slater Construction Change Order #1

Staff recommends the BOT confirm the former Community Manager's approval of change order #1 from Slater Construction in the amount of \$1,675 for concrete work.

Mr. Morrissey made a motion to confirm the former Community Manager's (John Coffey) approval of change order #1 from Slater Construction in the amount of \$1,675 for concrete work. Second by Mr. Brinker. Motion passed.

Lounge Outside Bar Project Award of Contract

Staff recommends the BOT award the contract to MGM Contracting Inc. for the Lounge Outside Bar in the amount of \$278,334.38 and approve the change order to reduce the bid amount to \$226,522.45, waive the second bid requirement, and instruct staff to prepare a future budget amendment to recognize fund balance for the overage.

Mr. Maino explained that the district exists to provide amenities and spoke in favor of awarding the contract to MGM for the Lounge outside bar project. Mr. Brinker was not in favor of awarding the contract to MGM for the Lounge outside bar due to the expense. Mr. Morrissey agreed with Mr. Brinker. Mr. Amoss was concerned about the cost of the project but stated that something is needed for the outside lounge area. Mr. Amoss asked Ms.



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Mendes if there were any other options. Ms. Mendes explained the scope of the Lounge projects and stated that the outside bar is still needed.

Mr. Amoss made a motion to award the contract to MGM Contracting Inc. for the Lounge Outside Bar in the amount of \$278,334.38 and approve the change order to reduce the bid amount to \$226,522.45, waive the second bid requirement, and instruct staff to prepare a future budget amendment to recognize fund balance for the overage. Second by Mr. Maino.

Mr. Amoss withdrew his motion. Mr. Maino withdrew his Second.

Mr. Brinker made a motion to table discussion of the Lounge outside bar project to a future BOT meeting agenda. Second by Amoss. Motion passed. 3-1. Mr. Morrissey opposed.

Tennis Courts Resurfacing Award of Contract

Staff recommends the BOT award contract for tennis court resurfacing to U.S. Tennis and Recreation in the amount of \$32,850 and waive the second bid requirement.

Mr. Amoss made a motion to BOT award contract for tennis court resurfacing to U.S. Tennis and Recreation in the amount of \$32,850 and waive the second bid requirement. Second by Mr. Brinker. Motion passed unanimously.

Mr. Maino asked about repairs to the Pickleball Court. Ms. Leiva explained that staff was not aware that it needed to be resurfaced. Mr. Goetz responded that the pickleball court needs to be repainted, not resurfaced.

BOT consensus for staff to research costs for repainting of the pickleball courts and bring back to the BOT for approval.

FY22 Budget Amendment: Building A Renovations and Retaining Wall Project Cost Increases

Resolution 2022-13 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

Mr. Amoss made a motion to approve resolution 2022-13 as read. Second by Mr. Brinker. Motion passed.



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Shaw Medical Group LLC Lease Default

Staff recommends the BOT approve the contract with Shaw Medical Group LLC to be in default, direct staff to make units ready for rent, start a search for a listing agent and give direction as to legal action if any.

Mr. Shaw stated that he has not been notified that the CVO has vacated suite 5 and there has been a lack of communication from BBRD. Mr. Henley explained that he has reached out to Mr. Shaw on multiple occasions to discuss occupying the space and monies owed to BBRD. Mr. Maino explained that the BOT is voting on the default, not legal action. Mr. Cary agreed with Mr. Maino's assessment and stated that the motion allows BBRD staff to prepare the suites to be leased to another party. Mr. Shaw agrees that the space should be leased and stated that the Cart Guys company has expressed interest in leasing the space.

Mr. Amoss made a motion to approve the contract with Shaw Medical Group LLC to be in default, direct staff to make units ready for rent, start a search for a listing agent and give direction as to legal action at a future BOT Meeting. Second by Mr. Maino. Motion passed.

Manager's Report

District Clerk

The new AV equipment has been installed in Building D/E by IM Solutions and the upgrade is complete.

Budget mailouts were sent 5/25/22 if you have not received it let administration know.

Resident Relations

ARCC Meeting 5/10/2022

- 15 Consent Items – 14 items approved – 1 denied.
- 9 Other Items – 8 items approved – 1 denied.

ARCC Meeting 5/24/2022

- 5 Old Business – all approved.
- 7 Consent Items – all approved.
- 9 Other Items – 7 approved – 1 denied – 1 approved with stipulations.

ARCC 6/7/2022

- 1 Old Business – to be presented.
- 6 Consent Items – to be presented.
- 9 Other Items – to be presented.

VC Meeting 5/13/22

- 12 Cases – found to be in violation.



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- 1 Case – DOR is working with the homeowner.
- 2 Cases – came into compliance prior to the meeting.

VC Meeting 5/27/22

- 1 Case – found to be in violation.
- 3 Cases – came into compliance prior to the meeting.

May New Home Sales

- 39 sales
- 23 orientations presented
- 42 residents in attendance

Food & Beverage

- A change order was authorized in the amount of \$9,998 for the 19th Hole fire suppression system (less than 10% of the contract) due to the existing system not being large enough for the new hood. The fire suppression system was not included in the 19th Hole kitchen renovation contract.
- Father's Day tickets are on sale at the Lounge, 19th Hole and Administration for a Country Style Cookout and a beer for Dad @ 1 p.m. Soul Time will perform on the lake stage from 2-6 p.m.
- Save the date and get your golf carts ready for the annual Independence Day celebration on Sunday, July 3rd. The day kicks off with a patriotic golf cart parade starting behind the shopping plaza, music and food lakeside of the Lounge and a firework's display at 9 p.m.

Flyers with all the details are posted.

Property Services

- Removed dying rotting tree on the corner of Kiwi and Papaya
- Removed the old grill screen room
- Removed all vegetation and old mulch around the screen room
- Installed new decorative rock and vegetation around the new kitchen trailer
- Installed new connections for the kitchen trailer (Sewer, Water, Electricity)
- Installed the new kitchen trailer
- Troubleshoot the UV light at pool 2
- Replaced the fryer in the 19th hole
- Assisted ADS security with RV gate issues
- Re- painted the railing on the 19th hole porch
- Replaced the faucet 19th hole bar sink
- Re-aligned the front end of the backhoe and replaced tires
- Replaced rear main seal on mower
- Repaired pipe behind the tennis courts
- Addressed items at the beach (Trimming, weeding, Irrigation, etc....)
- Re piped the pump at the lawn bowling field



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- Brought all the dirt from the golf course project to P.S.
- Repaired issues with pool ladders
- Replaced the life rings at all three pools
- Replaced the pump at the US 1 fountain
- Replaced the main circulation pump at pool 3
- Repaired rust damage on the F&B van
- Made a trip to the beach to let patrons out (stuck inside)
- Replaced both Locks on the fishing pier due to vandalism (Locks drilled out)
- Set-up and tore down Memorial Day
- Shut down all pool heaters
- Began installation of the ADA pool lifts

Golf-Pro Shop

Summer Golf Camp with Ernie Cruz, Certified PGA Professional Bill Balash, PGA Professional on Tuesday & Thursday July 12th, 14th, 19th, 21st, 26th and 28th.

Time: 10 am – 12 pm: 12 hours total of instruction Ages: 6-17 (Children ages 6-7 must always have parent present)

Cost: FREE

For more information, call 772-664-3174

Barefoot Bay Golf Course, 1225 Barefoot Blvd, Barefoot Bay, FL 32976

General Information

Community Manager recruitment update.

Chairman Maino made a request for the cancellation of the July 14, 2022, BOT Meeting. Staff asks for direction.

BOT consensus to cancel the BOT Meeting scheduled for July 14, 2022.

Next Townhall Meeting is scheduled for July 7, 2022, at 9 am in Building D/E.



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Attorney's Report

Mr. Cary stated that a hearing will be scheduled in violation case #18-001022 (Russell). Mr. Cary and Trustee Brinker met with Brevard County Commissioner Tobia, who has given his approval to move forward with the referendum. Mr. Cary stated he will try to get it on the July County agenda. He also advised that BBRD has been redistricted into Indian River County effective November 2022.

Mr. Goetz gave an update on the Beach Restroom Project.

Incidental Trustee Remarks

Mr. Brinker congratulated Mr. Cichon.

Mr. Amoss welcomed Mr. Cichon.

Adjournment

The next regular meeting will be on June 28, 2022, at 1pm in Building D/E.

Mr. Morrissey made a motion to adjourn. Second by Mr. Brinker Mr. Maino adjourned.

Meeting adjourned at 2:53 pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

June 28, 2022

Cash Balances in General Fund as of 6/20/22

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

701,074.72

Total Operating Accounts:

701,074.72

Interest Bearing Accounts

MB&T Money Market Account

1,752,338.41

SBA Reserve Account

700,656.19

Total Interest Bearing Accounts:

2,452,994.60

Total Cash Balances in General Fund:

\$ 3,156,569.32

Total Daily Deposits and Assessments Received for 6/2/22 - 6/20/22

Daily Deposits:

\$ 74,676.84

Interest Received: Money Market Account

-

Interest Received: SBA Account

-

Interest Received: Other Interest

4,570.40

Golf Revenues

11,168.02

Assessments Received:

152,354.32

Total Deposits Received:

\$ 242,769.58

Expenditures for 6/2/22 - 6/20/22

Check Number	Vendor	Description	Check Amount
59304	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 6/22	40,123.67
59319	Evergreen Solutions, LLC	Employee Pay Study - Final Payment	14,000.00
59328	Omega Technology Solutions, LLC	Monthly IT Support: 6/22	5,668.17
59343	Brevard County Supervisor of Elections	General Election 11/3/22 - Fees	5,478.27
59348	Vose Law Firm, LLP	Legal Fees: 5/22	7,500.00
59364	Card Service Center	Dues, Travel, and Non Vendor Purchases	6,826.21
59410	Health First Health Plans Inc	Employee Health Insurance: 7/22	33,580.81
59414	Home Depot Credit Services	Building and Grounds Supplies	5,833.93
	United States Treasury	Payroll Taxes - PPE 6/5/22	19,901.88
	Paychex	Net Payroll - PPE 6/5/22	70,278.66

Total Expenditures \$5,000 and above:

209,191.60

Expenditures under \$5,000:

73,846.24

Total Expenditures:

\$ 283,037.84

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 28, 2022
Title: **Revised DOR Amendment Ballot Mailout Authorization**
Section & Item: 10.A
Department: Administration
Fiscal Impact: TBD
Contact: John Cary, General Counsel, Kent Cichon, Community Manager
Attachments: Revised DOR Ballot Package V5, Resolution 2022-16 Revised DOR Ballot Referendum
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

- 1) BOT declaration that DOR mailout referendum ballots mailed on June 10, 2022, are null and void
- 2) BOT approval of the revised DOR mailout referendum

Background and Summary Information

November 21, 2021: The BOT established a DOR Review Ad Hoc Committee and adopted the Ad Hoc Committee Rules.

April 23, 2022: The BOT held a workshop to review the AD Hoc DOR Committee amendments. A consensus was reached on the proposed DOR amendment ballot questions with the following changes: BOT decided to strike ballot questions 7 and 16, and keep ballot question 10 as written, without the addition of driveway language. Subsequent questions were renumbered. BOT also decided to strike the expired license language from ballot question 11 and replace it with non-registered vehicles language. All other ballot amendment questions will remain as written.

June 10, 2022: The DOR mailout referendum was mailed out to lot owners through the use of the Barefoot Bay Recreation District Addresses of Record, however the required ballot return due date was inadvertently not included on the ballots.

A revised ballot has been drafted to include the required ballot return due date. In addition, the language under consideration for Ballot Question No. 16 has been revised to clarify that, "Each new Lot Owner shall, upon the genuine purchase of the property, pay to the Recreation District a social membership fee." Subsequent to the mailing out of the initial ballots, staff discovered that some of the addresses in the Barefoot Bay Recreation District Addresses of Record were not up to date, as a result of lot owners not updating their addresses with the District. Staff has updated the Barefoot Bay Recreation District Addresses of Record with the most recent available information. In addition, lot owners with multiple lots in the District may not have received a ballot for each owned lot. This has also been corrected in the BBRD Addresses of Record to ensure that the proper number of ballots are sent to these lot owners.

Staff recommends the BOT approve resolution 2022-16 as attached and authorize staff to commence with the DOR mailout referendum, which includes a ballot envelope as identified in the cover letter. Ballots are to be received no later than 60 days after the mailout date. Staff will count the ballots in a public setting (date/time/location TBD).



Barefoot Bay Recreation District

An Independent Special
District of the State of
Florida established in 1984.

625 Barefoot Boulevard
Barefoot Bay, Florida
32976-7305
Phone 772.664.3141
Fax 772.664.1928
www.bbrd.org

Board of Trustees

Michael R. Maino,
Chairman

Bruce Amoss,
1st Vice-Chair

Michael Morrissey,
2nd Vice-Chair

Jim Nugent,
Treasurer

Hurrol Brinker,
Secretary

Leadership Team

Kent Cichon,
Community Manager

Stephanie Brown,
District Clerk

Charles Henley,
Finance Manager

Rich Armington,
Resident Relations/
Human Resources Manager

Matt Goetz,
Property Services Manager

Kathy Mendes,
Food & Beverage Manager

Ernie J. Cruz,
PGA Certified Professional,
Golf Operations Manager

Mackenzie Leiva,
Management Analyst

General Counsel

John M. Cary, Esq.
Vose Law Firm LLP

TBD

Dear Barefoot Bay Lot Owner,

Enclosed, please find your ballot to amend the current Amended and Restated Deed of Restrictions (DOR) for Barefoot Bay, Florida. The proposed changes have come as recommendations from the Board of Trustees, the Ad Hoc Deed of Restrictions Review Committee, residents, and the Barefoot Bay staff. This revised ballot was authorized by the Board of Trustees on June 28th, 2022.

Please read the ballot questions and mark your ballot for each of the sixteen (16) proposed changes. Underlined words reflect new words that would be added to the DOR if approved by the referendum and ~~words with a strike through~~ reflect words that would be removed from the DOR if approved by the referendum. All other words within the DOR will remain unchanged.

In addition to the enclosed ballot, (1) a *ballot envelope* is provided in which to place and seal your ballot once it has been completed, and (2) a *pre-addressed return envelope* in which to place the sealed ballot envelope containing the completed ballot. **The enclosed *pre-addressed return envelope* requires that you sign the back of it for the ballot to be valid.** This step is required to verify that only one ballot per lot has been received. **If the *pre-addressed return envelope* is not signed the ballot will be considered invalid.**

Do not sign either the completed ballot nor the sealed *ballot envelope* containing the completed ballot, so as to ensure the lot owner's anonymity.

The *pre-addressed return envelope* may be mailed, with the necessary postage, or dropped off at the Barefoot Bay Administration Building. If you have returned the first ballot that was previously sent out, it will not be counted.

Thank you for your consideration in updating the DOR for Barefoot Bay. All ballots received by the deadline date (TBD) at the close of business will be tabulated. Ballots received after this time will not be considered valid and will not be tabulated.

The Barefoot Bay Recreation District Staff would like to thank you for the time you have taken to vote for guidelines that support our community. If you should have any questions pertaining to this ballot initiative, please contact Sally- Ann Biondolillo DOR/ ARCC Administrative Assistant by phone at (772) 664-3141 or by email at sallybiondolillo@bbrd.org.

Kent A. Cichon
Barefoot Bay Recreation District Community Manager

AMENDED AND RESTATED DEED OF RESTRICTIONS (DOR)
AMENDMENT BALLOT

Underlined words reflect new words that would be added to the DOR if approved by the referendum.

~~Words with a strike through~~ reflect words that would be removed if approved by the referendum.

BALLOT QUESTION NO. 1:

ARTICLE I, SECTION 1 – Definitions.

AND

ARTICLE II, SECTION 2 - ARCC Guidelines.

EFFECT OF A YES VOTE:

This amendment removes references to ARCC “regulations” and changes to “guidelines” to make it consistent with other sections of the DOR. Article I, Section 1 of the DOR will be amended to read as follows:

“Architectural Review and Control Committee” (ARCC) shall mean and refer to the Committee established to promulgate guidelines ~~regulations~~ and enforce Article II of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District as established in Article II.

AND

Article II, Section 2 of the DOR will be amended to read as follows:

The ARCC shall have the authority to promulgate guidelines ~~regulations~~ relating to all construction and landscaping for lots within Barefoot Bay. Such guidelines ~~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 guidelines ~~regulations~~ shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of Guidelines for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration, or change to such a guideline ~~regulation~~ shall be maintained online at the official Recreation District website as well as 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.

BALLOT QUESTION NO. 2:

ARTICLE I, SECTION 2 - Definitions.

AND

ARTICLE II, SECTION 1 – Architectural Review & Control
Committee.

EFFECT OF A YES VOTE

This amendment removes references to the Barefoot Bay Homeowners Association, which is not a legally-recognized organization. Article I, Section 2 of the DOR will be amended to read as follows, and subsequent sections will be renumbered:

~~Section 2. "Association" shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.~~

AND

Article II, Section 1 of the DOR will be amended to read as follows:

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 Liaison to the ARCC.

(B) Five voting members of the ARCC shall be appointed as follows: ~~two (2) by the Board of Trustees and three (3) by the Association~~, all of whom shall be Lot owners.

(C) Two (2) alternates shall be appointed by the Board of Trustees, each to a three (3) year term ~~as follows: One (1) by the Board of Trustees and one (1) by the Association~~, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

(D) The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

(E) ARCC members will be appointed by the Board of Trustees ~~as follows: one (1) member appointed by the Association for a one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term~~. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

AND

Article V, Section 4 of the DOR will be amended to read as follows:

Amendments to this instrument may be initiated by a Lot Owner, or 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.

BALLOT QUESTION NO. 3:

ARTICLE II, SECTION 3 – Architectural Design and Installation Requirements.

EFFECT OF A YES VOTE

This amendment specifies that a garage must be a minimum size of 11' x 18' and must have siding conforming to the style and materials of the home, and must have two unobstructed sides. Article II, Section 3 (A) 2. of the DOR will be amended to read as follows:

(A) 2. A garage with the minimum size of 11' x 18' with siding conforming to the style and materials of the home or a carport roof, including posts and fascia, fabricated of aluminum or other approved materials having two unobstructed sides.

BALLOT QUESTION NO. 4

ARTICLE II, SECTION 3 – Architectural Design and Installation Requirements.

EFFECT OF A YES VOTE

This amendment specifies that a home may have a utility room in lieu of a garage. Article II, Section 3 (A) 3. of the DOR will be amended to read as follows:

(A) 3. A In lieu of a garage, 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.

BALLOT QUESTION NO. 5

ARTICLE II, SECTION 3 – Architectural Design and Installation Requirements.

EFFECT OF A YES VOTE

This amendment specifies standards for lamp post light as a minimum of 460 lumens and white, clear, or yellow, and not obstructed by landscaping. Article II, Section 3 (A) 15. of the DOR will be amended to read as follows:

(A) 15. A ~~Lamp Post~~ lamp post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition at all times. Said ~~Lamp~~ lamp post shall be illuminated from dusk to dawn and must be a minimum of 460 lumens (40 watt), be white, clear, or yellow and not be obstructed by landscaping, in accordance with the ARCC Guidelines.

BALLOT QUESTION NO. 6

ARTICLE II, SECTION 3 – Architectural Design and Installation Requirements.

EFFECT OF A YES VOTE

This amendment requires solar installations to follow setback requirements and meet state statutes and DOR requirements. Adopting Article II, Section 3 (G) of the DOR to read as follows:

(G) 15. Any solar installation must be within the setback requirements and meet the requirements of section 163.04, Florida Statutes, and must be in conformity and harmony with the state statutes and the DOR.

BALLOT QUESTION NO. 7

ARTICLE II, SECTION 6 – Antennas and Satellite Dishes.

EFFECT OF A YES VOTE

This amendment removes unenforceable standards with respect to damage caused by antennae and clarifies that it applies to reception and transmitting antennae. Article II, Section 6 (F) of the DOR will be amended to read as follows:

(F) Each Owner of a reception/~~transmitting~~ antenna shall be responsible for all costs associated with the antenna, including, but not limited to installation, maintenance, and removal.

- ~~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.~~

BALLOT QUESTION NO. 8

ARTICLE III, SECTION 1 – Residential Use.

EFFECT OF A YES VOTE

This amendment ensures that the DOR complies with a new state home-based business statute. Article III, Section 1 of the DOR will be amended to read as follows:

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~~ this article. The owner of a commercial business operating out of the residence must reside in that residence.

BALLOT QUESTION NO. 9

ARTICLE III, SECTION 2 – Condition of Property.

EFFECT OF A YES VOTE

This amendment provides that ancillary structures, in addition to the primary home, must be maintained free of mildew, mold, and dirt. Article III, Section 2 (B) of the DOR will be amended to read as follows:

(B) The exterior of a home or other ancillary structures 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 an adjacent lot.

BALLOT QUESTION NO. 10

ARTICLE III, SECTION 3 – Parking of Vehicles.

EFFECT OF A YES VOTE

This amendment clarifies that vehicles with an expired license or lack of registration may not be parked on any lot, driveway, carport, or common area except as specifically provided in the section. Article III, Section 3 (A) of the DOR will be amended to read as follows:

(A) No commercial vehicle, abandoned, non-registered, 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 the 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.

BALLOT QUESTION NO. 11

ARTICLE III, SECTION 5 – Nuisance.

EFFECT OF A YES VOTE

This amendment clarifies that occupants of a lot, not the owners, are responsible for preventing nuisances on the lot. Article III, Section 5 of the DOR will be amended to read as follows:

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~~ occupants 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.

BALLOT QUESTION NO. 12

ARTICLE III, SECTION 6 – Signs.

EFFECT OF A YES VOTE

This amendment changes the title of the section from “Signs” to “Signs, Flags, and Banners” to more accurately reflect the subject matter of the section. The title of Article III, Section 6 of the DOR will be amended to read as follows:

Section 6. Signs, Flags, and Banners.

BALLOT QUESTION NO. 13

ARTICLE III, SECTION 6 – Signs.

EFFECT OF A YES VOTE

This amendment allows the BBRD administration to approve other materials for signs rather than limiting materials to just wood, plastic, and metal, and requires that signs must comply with state law and county ordinances. Article III, Section 6 (A) of the DOR will be amended to read as follows:

(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,” to advertise a contractor working on the property, or to express political views or

support. Any such sign shall be made of wood, plastic, ~~or metal~~, or other approved material and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed within two (2) weeks after the event and must comply with Florida Statutes and County Ordinances.

BALLOT QUESTION NO. 14

ARTICLE III, SECTION 6 – Signs.

EFFECT OF A YES VOTE

This amendment ensures that the BBRD may not enforce the sign code in a way that violates federal law, state law, or county ordinances. Article III, Section 6 (D) of the DOR will be amended to read as follows:

(D) Except as provided in subsections (A), (B), and (C) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay except as permitted by federal law, state law, or county ordinances.

BALLOT QUESTION NO. 15

ARTICLE III, SECTION 14 – Enforcement of Deed of Restrictions.

EFFECT OF A YES VOTE

This amendment allows BBRD staff to notify DOR violators of violations by delivering the notice of violation in person as long as the staff also posts the notice of violation on the lot. Article III, Section 14 (B) of the DOR will be amended to read as follows:

(B) **Notice of Violation.** Statement of Violation and Notice of Hearing. 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 a Statement of Violation and a Notice of Hearing to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time, as determined by Recreation District management and pursuant to current written Recreation District policy, to cure or correct such violation. Such Statement of Violation and Notice of Hearing shall be deemed to be sufficient if it is (1) delivered personally to the occupant of the Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls, in addition to posting on the Lot of the address where the violation exists (2) mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or (3) mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

BALLOT QUESTION NO. 16

ARTICLE IV, SECTION 3 – Social Membership Fee.

EFFECT OF A YES VOTE

This amendment removes redundant and no longer applicable language relating to the social membership fee. This amendment does not alter the powers of the Board of Trustees in any way. Article IV, Section 3 of the DOR will be amended to read as follows:

Each new Lot Owner shall, upon the genuine ~~sale~~ purchase of the property ~~to a new owner~~, 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 \$750.00 plus 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 as stated in the Barefoot Bay Recreation District Policy manual. (. . .)~~

BALLOT TO BE RETURNED



Barefoot Bay Recreation District DOR
Amendment Ballot

Please check either YES or NO beside the number of each question number that corresponds to the enclosed information packet. A YES vote indicates that you are in favor of the proposed change to the Deed of Restrictions; a NO vote indicates that you are not in favor of the proposed change to the Deed of Restrictions. Completed ballots should be returned by U.S. Mail or dropped off at the Administration Building via the enclosed pre-addressed return envelope, which requires the signature of the lot owner on the back of this pre-addressed return envelope. If the envelope is not signed, the ballot will be considered invalid. Each lot is only allowed one vote per the Barefoot Bay Recreation District Deed of Restrictions (Article V Section 4). **The deadline for the return of all ballots is TBD.**

Ballot Questions	Yes	No
1	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>
11	<input type="checkbox"/>	<input type="checkbox"/>
12	<input type="checkbox"/>	<input type="checkbox"/>
13	<input type="checkbox"/>	<input type="checkbox"/>
14	<input type="checkbox"/>	<input type="checkbox"/>
15	<input type="checkbox"/>	<input type="checkbox"/>
16	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT APPROVING AMENDMENTS TO THE BAREFOOT BAY RECREATION DISTRICT DEED OF RESTRICTIONS; AUTHORIZING STAFF TO CREATE A DISTRIBUTION LIST, MAIL THE BALLOTS, AND COUNT THE VOTES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Barefoot Bay Recreation District (BBRD) Deed of Restrictions (DOR) may be amended from time to time through a vote of BBRD property owners under the terms of Article V, Section 4 of the DOR; and

WHEREAS, The Board of Trustees of the District created an ad hoc committee to review the DOR and make recommendations; and

WHEREAS, the Board of Trustees reviewed the proposed amendments at a workshop on April 21, 2022; and

WHEREAS, the Board of Trustees approved Resolution 2022-09 on May 12, 2022, approving certain amendments to the Barefoot Bay Recreation District Deed of Restrictions, subject to the vote of lot owners; and

WHEREAS, the Board of Trustees desire to make certain changes to the proposed amendments; and

WHEREAS, the Board of Trustees has the sole authority to approve the proposed amendment to be submitted for a vote by the owners; and

WHEREAS, The Board of Trustees of the District has found and determined that the proposed amendments are in the best interest of the owners and residents of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY, FLORIDA, that:

Section 1. The DOR amendments which appears as Exhibit "A" of this Resolution are hereby approved by the BBRD Board of Trustees for consideration by the owners of real property within the District.

Section 2. The DOR mailout referendum ballots mailed on June 10, 2022, are hereby null and void.

Section 3. District staff is hereby authorized to take necessary actions to search property records to determine a distribution list, mail the ballots to property owners, and count votes at some future date to be determined, as well as any other action necessary to effectuate this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

The foregoing resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Chairman, Michael R. Maino
Trustee, Jim Nugent
Trustee, Michael Morrissey
Trustee, Hurrol Brinker
Trustee, Bruce Amoss

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 28th Day of June, 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
BRUCE AMOSS
FIRST VICE CHAIRMAN

HURROL BRINKER
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 28, 2022
Title: **Shaw Medical Group, LLC Sublease Approval**
Section & Item: 10.B
Department: Shopping Center
Fiscal Impact: None
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: 9010320 Shaw Medical Group 2020 Lease, Amendment to Lease Agreement Shaw Medical Group, Sublease to The Cart Guys
Reviewed by
General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT approval to Shaw Medical Group, LLC to sublease Unit 5 and part of Unit 4 to the Cart Guys, LLC.

Background and Summary Information

On May 26, 2020, the BOT voted to enter into a 5-year lease agreement with Shaw Medical Group, LLC to lease Building 1, Unit #3 and part of Unit #4 beginning August 1, 2020.

On February 22, 2022, BBRD and Shaw Medical Group, LLC signed the First Amendment to the lease agreement for the use of Units #3, #4 and #5.

On June 9, 2022, the BOT declared Shaw Medical Group, LLC in default of the lease for failure to pay. Currently, Shaw Medical Group, LLC owes 2 months back rent of \$2,475.70 (including sales tax) and \$50 in late fees.

On June 20, 2022, Shaw Medical Group, LLC presented staff with a sublease between Shaw Medical Group, LLC and The Cart Guys, LLC.

Paragraph 13 of the lease agreement between BBRD and Shaw Medical Group, LLC requires the prior written consent of BBRD to allow for a sublease.

Staff recommends the BOT give consent to Shaw Medical Group, LLC to sublet Unit 5 and part of Unit 4 of Building 1 to The Cart Guys, LLC and direct staff to begin negotiations with The Cart Guys, LLC for a direct lease with BBRD for Unit 5 and part of Unit 4 of Building 1, with the intent of simultaneously amending the lease with Shaw Medical Group LLC, relieving them of their rights and obligations with respect to Unit 5 and part of Unit 4 of Building 1 and adopting a lease with the Cart Guys, LLC.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 18th day of July, 2020 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-05, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (hereinafter referred to as "Lessor") and SHAW MEDICAL GROUP, LLC, 8000 Ron Beatty Blvd., Suite B-5, Micco, FL 32976 (hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 3 located at:
935 Barefoot Blvd.,
Barefoot Bay, FL 32976

1. Term.

(a) The initial term of this Lease shall be for a period of five (5) years commencing on August 1, 2020 which shall be deemed to be "Commencement Date" of this Lease, regardless of the date on which rental payments first become due pursuant to Paragraph 2 of this Lease Agreement and ending on July 31, 2025.

(b) Provided that the Lessee is not in default of any provisions of this Lease Agreement, within sixty (60) days of the expiration of the initial term (or any renewal term), unless such time period is waived by Lessor, Lessee and Lessor may agree to renew or extend said Lease for three (3), five (5) year renewal term periods upon the same terms, covenants and conditions as set forth herein, except as to the payment of rent as provided in Paragraph 2.

2. Rent.

(a) Tenant shall not be required to make monthly rental payments for the first two (2) months of this Lease Agreement beginning on the Commencement Date of August 1, 2020. Thereafter, monthly rental payments shall begin on October 1, 2020. The base rent payable by Lessee to Lessor during the first year of this Lease Agreement (from August 1, 2020 to July 31, 2021) is \$760.83 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$102.71 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$123.26 per month. Said CAM


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charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be: **\$64.14**. Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be: **\$1050.94**.

Each monthly installment of rent, real estate taxes, CAM charges, and sales taxes shall be due and payable in advance or on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty-Five and 00/100 Dollars, (\$25.00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.


(c) The base rent provided for in Paragraph 2(a) shall remain fixed during the first year of this Lease Agreement. Thereafter, beginning on August 1, 2021, and occurring annually on August 1 of each successive year of the initial term and each successive year of any renewal period, the total amount of annual base rent provided for in Paragraph 2(a) shall be increased each and every year by two percent (2.0%).


3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of **\$1,973.60**. Said sum shall be held by Lessor as a security deposit for the


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faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

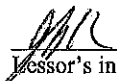
(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account therefore.


(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

6. Taxes.

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.

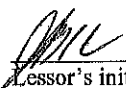
(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.



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7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Unless otherwise agreed to in writing, any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations, demolitions, and additions at the time Lessor's consent is sought. Specifically, Lessee shall provide Lessor plans for all work planned to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls), a minimum of ten (10) business days prior to commencement of work so Lessor's engineers can review such plans for compliance with any applicable building and life safety codes. Lessee agrees that Lessor shall have the right to inspect any work after completion. Lessee is solely responsible for applying for, paying for, and obtaining any and all applicable permits required for any planned alteration, demolition, or addition to the leased premises. Lessee shall only modify non load-bearing walls. Bathroom modifications shall be minor unless otherwise approved by Lessor in advance. Lessee shall be responsible for any enforcement action brought by any applicable permitting agency for failure to obtain required permitting prior to performing any alteration, demolition, or addition.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessor specifically agrees to: 1. Remove accessory items left (including but not limited to capping of pipes where applicable) behind by former tenant; 2. Remove existing flooring prior to the Commencement Date of Lease; 3. Remove all plumbing fixtures and piping installed by the prior tenant (sections of walls removed to facilitate this work shall be patched by Lessor, but not painted); and 4. Install new ceiling tiles and vents where missing, damaged, or excessively aged after buildout by Lessee. Other than as specifically provided herein, Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration and painting, plumbing, heating, air conditioning and electrical facilities. Lessee shall enter into a bi-annual maintenance contract of the HVAC unit, and shall provide a copy of the contract and proof of annual service to the Lessor. Failure to do so will result in the Lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is


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apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.


9. **Services.**


(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made. At the start of the lease, in order to ensure that the parking area and common areas are properly maintained, Lessee shall pay Lessor \$123.26 a month, in advance, along with the proportionate property tax and required rental payments. In the event that the monthly CAM payment does not satisfy the cost of said maintenance, Lessee shall pay Lessor his proportionate share of excess within ten (10) days of receipt of the statement which evidences such excess payment. If Lessee fails to make said payment within ten (10) days of receipt of said statement, Lessee shall pay Lessor a One Hundred Dollar (\$100.00) late fee for every month said payment is not made. In the event Lessee does not pay said common area maintenance expense for two consecutive months, Lessor, at its option, may terminate said lease and take all remedies permitted by Paragraph 21 herein.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.


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11. **Use.**

(a) The leased premises shall be used and occupied by Lessee as medical care and treatment facility and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

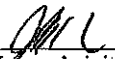
(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.


(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.


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(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 5:00 a.m., unless the Lessor consents in writing. Twenty-four hour operations are strictly prohibited.

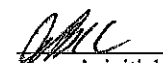
12. **Insurance.**

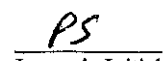
(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the leased premises, and in, on, or about the sidewalks directly adjacent to the leased premises and such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies: certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor. Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.


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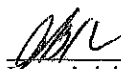
13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.


14. **Indemnification.** Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises


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obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

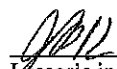
18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees or those for whom the Lessee is responsible, the rent payable under this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.


19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will made the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to Lessee, provided that no such claim shall diminish or otherwise adversely affect Lessor's aware.


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20. **Default.** Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period of ten (10) days or more;

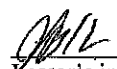
(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;


(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.


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
(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, the parties agree that the Lessor shall be entitled to recover all expenses incurred by reason of any breach, including, but not limited to, the entitlement to recover reasonable attorney's fees and court costs in any action for eviction and/or for damages of any kind associated with the breach, including, but not limited to, costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee may place signage in the front window of the leased premises, so long as such


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signage does not exceed 50% of the total window space. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**

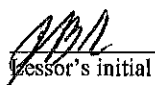
(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

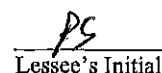
(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

26. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the leased premises or in any building of which the leased premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

27. **Captions; Attachments; Defined Terms:**

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.


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(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.


28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.


29. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. **Cost of Suit:**

(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and costs which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.


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31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.


33. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.


34. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

37. **Notice:** All correspondence, submittals and notices relating to or required under this Agreement shall be sent, in writing, to the Lessor and Lessee at the addresses stated in the introductory paragraph of this Lease Agreement; unless either party is notified, in writing, of a change in address.


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38. **Construction of Lease:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Lease Agreement shall not be construed against any party as if they were the drafter of this Lease Agreement.

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:

Witness:

Lori M. Kenney
Printed Name: Lori M. Kenney
John W. Coffey
Printed Name: John W. Coffey

BAREFOOT BAY RECREATION
DISTRICT

AS LESSOR

By: Joseph P. Klosky
Printed Name: Joseph Klosky
As its: Chairman
Date: 7/16/20

Signed, sealed and delivered
in the presence of:

Witness:

C. L. Henck
Printed Name: C. L. Henck
Carolina Shaw
Printed Name: CAROLINA SHAW

SHAW MEDICAL GROUP, LLC

AS LESSEE

By: PS
Printed Name: Patrick N. Shaw, Manager
Date: 7/16/2020

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 24th day of February, 2022, by and between BAREFOOT BAY RECREATION DISTRICT, 625 Barefoot Blvd., Barefoot Bay, FL 32976, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as the "Lessor") and SHAW MEDICAL GROUP, LLC, 800 Ron Beatty Blvd., Suite B-5 Micco, FL 32976 (hereinafter referred to as the "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee are currently parties to that certain Lease Agreement with a Commencement Date of August 1, 2020, and ending on July 31, 2025, for the certain real property located in Brevard County, Florida, including any and all improvements, more specifically described as Building 1, Suite 3, located at 935 Barefoot Boulevard, Barefoot Bay, Florida 32976, (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the Parties desire to amend the Lease Agreement to add certain real property to the Leased Premises as described in the Lease Agreement and to adjust rental payments due pursuant to the Lease Agreement accordingly; and

WHEREAS, the Board of Trustees authorized the addition of certain real property to the Leased Premises as described in the Lease Agreement on August 13, 2021;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree and covenant as follows:

1. The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated by reference into the body of this Agreement.
2. The Leased Premises as described in the Lease Agreement shall be amended to be:

Building 1, Suite 3, Suite 4, and Suite 5
935 Barefoot Blvd.
Barefoot Bay, FL 32976

3. Paragraph 2(a) of the Lease Agreement is hereby amended to read as follows:

(a) The base rent payable by Lessee to Lessor will increase beginning from May 1st, 2022 and is \$ 1,658.33 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment

PS

of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$ 232.17 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$ 285.23 per month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be \$ 141.43 Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be \$ 2,317.16.

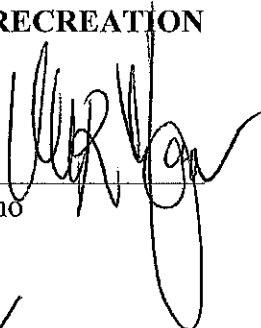
On August 1, 2022, the rental amounts provided for herein shall be subject to increase as provided for in paragraph 2(c) of the Lease Agreement.

4. Other than the amendments as provided for herein, the remaining provisions of the Lease Agreement shall remain unchanged, are unaffected by this amendment during the Effective Period, and shall continue to have full force and effect.

(THIS SECTION INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGES TO FOLLOW)


IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

**BAREFOOT BAY RECREATION
DISTRICT**

By: 
Printed Name: Michael Maino
As its: Chair

Date: 2/24/22

SHAW MEDICAL GROUP, LLC

By: 
Printed Name: Patrick N. Shaw
As its: Manager

Date: 2/24/2022

SUBLEASE AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "Sublease") between Shaw Medical Group LLC (hereinafter known as the "Sublessor") and The Cart Guys LLC (hereinafter known as the "Sublessee").

The Sublessor agrees to sublet to the Sublessee, and the Sublessee agrees to take possession of the property located at 935 Barefoot Blvd, Suite 4 & 5, Barefoot Bay, Florida, 32976 (hereinafter known as the "Premises") under the following terms and conditions:

I. Term. Tenancy of this Sublease shall begin with the sublessee taking possession on July 1 2022 and end on July 31 2025. Under no circumstances shall there be holdover by the Sublessee.

II. Rent. The rent under this Sublease shall be \$1,237.85 payable the first (1st) of every month.

The rent shall be paid in the following manner: Check or money order made out to BBRD (Barefoot Bay Recreational District), Payment may be given to Shaw Medical Group or directly to BBRD.

III. Utilities. The Sublessor shall not be responsible for any of the utilities.

IV. Liability. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the building/home, and any common areas. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

V. Guests. There shall be no other persons living on the Premises other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

VI. Security Deposit. The Sublessor shall require a Security Deposit to be paid by the Sublessee in the amount of \$1,237.85.

Sublessor agrees that if the premises and contents thereof are returned in the same condition as received by the Sublessee, excluding reasonable wear and tear, the deposit shall be refunded to the Sublessee within 5 days after the end of the term.

Any reason for retaining a portion of the deposit shall be explained in writing within 5 days to the Sublessee.

VII. Move-in Checklist. At the time of taking possession of the premises by the Sublessee, the Sublessor and Sublessee shall not perform an inspection of the Premises.

VIII. Lead-Based Paint. The residence was not built before 1978.

IX. Master Lease. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which the Sublessor agrees to give to the Sublessee, and which is

hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

X. Disputes. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

XI. Written Agreement. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XII. Language. The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XIII. Smoking Policy. Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

XIV. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XV. Landlord's Consent. The original lease between the Landlord and Sublessor does allow the right to sublet the residence.

XVI. Governing Law. This Sublease shall be bound to the laws in the State where the Premises is located.

XVII. Additional Terms or Conditions. In addition, the Sublessor and Sublessee agree that: Subletting of Units 4 & 5 are conditional of approval by the Board of Trustees. The meeting will be held on June 28th, 2022. Shaw Medical Group has been given verbal approval which is non-binding until the official approval in the meeting. If the sublet fails to go through, any monies will be returned to Sublessee within 5 business days. If the sublet is approved, the subletting will be temporary until a lease agreement can be made between the BBRD and the Sublessee, at which time, this lease shall become null and void and the new lease between the BBRD and the sublessee will become effective.

XVIII. Date & Signature. The parties hereby bind themselves to this agreement by their authorization affixed below on June 20 2022.

Sublessor's Signature _____
Shaw Medical Group LLC

Sublessee's Signature _____
The Cart Guys LLC

ORIGINAL LEASE ATTACHED (INITIAL)

BA

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 28, 2022
Title: **Adoption of FY23 Budget**
Section & Item: 11.A
Department: Administration, Finance
Fiscal Impact: \$7,478,716
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: Exhibit A summary proposed budget, Resolution 2022-14 FY23 Budget Adoption
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Adoption of Resolution 2022-14 which will adopt the FY 23 Budget of \$7,478,716

Background and Summary Information

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on January 25, 2022 to solicit input from the public regarding the development of the FY 23 Budget and FY 23-27 Five-Year Financial Model and Capital Improvement Plan (5yrFM&CIP). The BOT then reviewed and modified the FY 23 Working Draft Proposed Budget during two workshops and a BOT Meeting.

On May 12, 2022, the BOT authorized the mail out to property owners of the FY 23 Proposed Budget and proposed assessment of \$864.88 (\$72.07) per year per lot. Said summary budget is attached as Exhibit A. The complete line-item budget is provided separately as Exhibit B.

****Due to a Scribner error, the FY23 adopted assessment rate of \$864.88 (\$72.07 per month) is actually 4 cents less (\$864.84) than what was published in the FY23 Working Draft Proposed Budget and the budget mailout.**

The Proposed FY 23 General Fund Budget is balanced at \$7,478,716

Revenue/Sources enhancements include:

\$188,684 from a total \$3.23 increase in the monthly assessment rate to \$72.07 (comprised of a 4.698% increase to offset the impact of inflationary pressures on operating costs) \$21,000.00 from a \$50.00 increase in the one-time social membership fee from \$1,300.00 to \$1,350.00
\$22,000 from a \$5.00 increase in RV Storage monthly rental fee
An average 6.00% increase in Food & Beverage prices

Expenditures/Uses include:

The FY 23 Proposed General Fund Budget contains the following Decision Points and R&M/Capital projects:

4 operating decision points

\$43,149 FL State mandated minimum wage increase (year 2 of 6)
\$100,000 Employee Pay and Classification Plan compression increases
\$15,000 Annual trimming of palm trees on the Golf Course
\$66,069 2.69 FTE Pool Hosts (part-time)

\$115,203 Contingency

The FY 23 Proposed General Fund Budget contains 77.99 FTEs of which 35 are full-time plus 1.0 FTE via the contract with Special District Services, Inc.

Of note, a “public hearing” is not required to adopt the annual budget but is required to adopt the annual assessment rate.

Pursuant to Sec. 418.304(4)(a), F.S., the annual budget is required to be adopted prior to July 1.

Staff recommends the BOT approve Resolution 2021-14 adopting the FY 23 Budget as mailed out to the property owners and attached as Exhibit A..



Barefoot Bay Recreation District
Proposed Budget - General Fund
Fiscal Year 23 (10/01/2022 – 9/30/2023)

The FY23 General Fund Proposed Budget is based on an assessment rate of \$864.88 (\$72.07/month) per year per lot.

	FY21 Actual	FY22 Original Budget	FY22 Year-end Estimate	FY23 Base Budget	FY23 Decision Points	FY23 Proposed Budget
Revenues/Sources						
Administration	4,071,061	4,047,360	4,036,581	4,038,731	188,684	4,227,415
Resident Relations	73,063	88,500	86,825	89,775	-	89,775
Food & Beverage	510,623	1,346,179	1,268,752	1,470,305	-	1,470,305
Golf-Pro Shop	602,035	691,768	647,254	665,316	-	665,316
Property Services	440,398	569,550	608,550	608,550	21,000	629,550
Vehicle Storage	170,354	179,819	184,914	184,970	22,020	206,990
Shopping Center	122,827	134,965	134,716	139,365	-	139,365
Stormwater	-	-	-	-	-	-
R&M/Capital Projects	15,906	-	45,300	-	-	-
Total Revenues/Sources	6,006,266	7,058,141	7,012,892	7,197,012	231,704	7,428,716
Expenditures/Uses						
Administration	1,227,536	1,413,630	1,326,549	1,428,416	100,000	1,528,416
Resident Relations	496,296	563,306	573,430	600,214	-	600,214
Food & Beverage	518,575	1,385,630	1,311,275	1,495,234	23,014	1,518,248
Golf-Pro Shop	892,849	976,514	1,047,485	994,589	17,911	1,012,500
Property Services	1,669,965	1,768,308	1,867,098	1,928,654	83,293	2,011,947
Vehicle Storage	16,199	16,497	33,685	17,761	-	17,761
Shopping Center	56,916	38,368	44,501	45,045	-	45,045
Stormwater	42,371	21,520	39,386	22,625	-	22,625
R&M/Capital Projects	1,266,330	874,368	1,624,181	500,410	171,550	671,960
Total Expenditures/Uses	6,187,039	7,058,141	7,867,590	7,032,948	395,768	7,428,716

FY23 contains the following revenue enhancements:

- \$188,684 from a total \$3.23 increase in the monthly assessment rate to \$72.07 (comprised of 4.698% increase to offset the impact of inflationary pressures on operating costs)
- \$21,000 from a \$50.00 increase in the one-time social membership fee from \$1,300.00 to \$1,350.00
- \$22,020 from a \$5.00 increase in RV Storage montly rental fee
- An average 6.00% increase in Food & Beverage prices

General Fund Revenues/Sources

District Assessment Fee	4,210,041
Recreation Fees	597,000
Badge & Add. Social Membership	32,550
Guest Passes	68,550
Golf Memberships	262,834
Fleet Golf Cart Rentals	84,127
Private Golf Cart Fees	97,013
Handicap Fees	8,350
Practice Range	1,659
Greens Fees	136,421
Golf Rental Equipment	2,379
Merchandise Sales	74,724
Coupons	(18,996)
Staff Discount	(1,581)
Beverage Sales	902,230
Food Sales	527,447
Building Rentals	4,785
DOR Enforcement Fees	9,590
Interest Income	8,887
Vending Machine Income	1,552
NSF Fees	40
Vendor Discount	212
Sales Tax Discounts	360
Delinquent Fee Collections	1,396
Lien Fee Reimbursement	675
Legal Fee Recovery	2,450
Ins. Proceeds (reimbursements)	3,000
Proceeds from Sale of Fixed Assets	250
(Golf) Youth Group Income	3,500
Misc. Income General	61,062
Vehicle Storage Income	205,296
Kayak Storage Income	1,548
Leasing Income	106,532
Common Area Maint. Income	18,951
Real Estate Taxes Income	13,882
Total G. F. Revenues:	7,428,716

General Fund Expenditures/Uses

F/T Salaries	1,502,329
P/T Wages	1,029,303
Overtime	17,905
Special Pay	14,912
Payroll Taxes	196,120
401 A Benefit	25,610
Medical/Dental/Life Insurance	436,064
Payroll Fees	22,650
Professional Fees	58,757
Legal Fees	100,000
Management Fees	177,408
Management Fees/Tax Roll	5,000
Accounting & Auditing Fees	34,500
Software/ IT Support	116,902
Operating Supplies	62,831
Cleaning Supplies	34,873
Chlorine	34,323
Chemicals	3,048
Beverage Supplies	6,346
Paper Supplies	22,608
Small Tools & Hardware	10,242
Fuel	34,229
Collection Fees	84,201
Collection Discounts	136,826
Property Taxes	34,159
ICMA Retirement	1,000
Employee Incentive	200,666
Employee Recruitment & Testing	6,356
Lien & Recording Fees	1,248
Travel & Training	28,809
Telephone, Internet, Cable	32,657
Postage	6,055
Utilities/Electrical	102,684
Utilities/Propane	47,587
Utilities/Water	58,771
Utilities/Solid Waste-Garbage	37,699
Utilities/Portable Toilets	4,201
CVO Utilities	3,792
Equipment Leasing	73,425
Uniform Leasing	9,036

The public hearing to set the Assessment and Adopt the Budget will be held on June 28, 2022, Building D/E at 1:00pm



Insurance	130,032	R&M/Capital Project Summary:	
Resident Activities	21,464	Replacement Backhoe (used)	40,100
Workers Comp. Insurance	24,270	Shopping Ctr. (937) Exterior Windows	
Access System Service Fee	5,974	Replacement	30,000
Licenses, permits & lien fees	7,232	Portable 20kw Emergency Backup	
Printing	3,798	Generator	25,000
Advertising	14,709	Golf Course Maintance Facility (Green	
Employee Clothing Allowance	7,497	Building) Repairs	16,600
Bank Charges	33,500	Upgrade Golf Cart Parking Area	
Dues & Subscriptions	27,998	(Lounge) to Crushed Concrete	13,400
DOR Enforcement Expenses	1,657	Pool #2 Tech Closet Electrical Panel	
Election Expenses	4,548	Replacement	10,120
Golf Course Maintenance	484,586	Replacment P.S. Utility Cart (2016)	10,000
R & M Misc	33,310	Replacement Courtesy Golf Cart (2016)	10,000
R & M Buildings	87,234	Pro Shop Cart Barn Electrical Panel	
R & M Grounds	150,130	Replacement	6,800
R & M Equipment	77,328	19th Hole Ceiling Air Handling Unit	
R &M Pools	19,320	Replacement	2,530
Vehicle Maintenance	3,770	Softball Field Shed Replacement	7,000
Contingency	115,203	Total R&M/Capital Projects:	171,550
Reserves	400,410		
Music & Entertainment	142,314		
Food Costs of Sales	232,076	FY22 Personnel Summary (FTEs):	
Beverage Costs of Sales	315,781	Full-time	35.00
Soft Drinks & CO2	41,590	Part-time	42.99
Merchandise Cost of Sales	53,596	Total Positions:	77.99
Miscellaneous Expenditures	832		
Debt Service Principal	1,876		
Capital projects	171,550		
Total G. F. Expenditures:	7,428,716		

Non-Capital Decision Point Summary:

State mandated minimum wage increase (year 2 of 6)	43,149
Employee Pay and Classification Plan Compression Increases	100,000
Annual trimming of palm trees on the Golf Course	15,000
2.69 FTE Pool Hosts (part-time)	66,069
Total Non-Capital Decision Points:	224,218

For a complete department by department line-item budget, please go to https://www.bbrd.org/sites/g/files/vyhlft2761/ff/uploads/5_budget_detail.pdf or stop by the Administration Building for a paper copy.

Please direct any questions to:
Mackenzie Leiva, Management Analyst
772.664.3141
mleiva@bbird.org
or
Charles Henley, Finance Manager
772.664.3141
charleshenley@bbird.org

Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976

Mr. & Mrs. Property Owner
1313 Mockingbird Lane
Barefoot Bay, 32978

RESOLUTION 2022- 14

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 418.304 (4) (a), Florida Statutes, requires the Board of Trustees of the Barefoot Bay Recreation District (the “District”) to prepare and adopt an itemized budget on or before July 1 of each year, which said budget shall show the amount of money necessary for the operation of the next ensuing fiscal year; and

WHEREAS, The Board of Trustees of the District has prepared said budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, a copy of which is attached as Exhibit “A” to this Resolution; and

WHEREAS, the initial proposed summary draft of Exhibit “A” has previously been furnished to each owner of an improved residential parcel within the District as required by the said Section 418.304 (4) (a); and

WHEREAS, The Board of Trustees of the District has also caused a copy of the said initial proposed draft budget to be made available for public inspection at the principal office of the District as required by the said Section 418.304 (4) (a); and

WHEREAS, The Board of Trustees of the District has found and determined that the budget which appears as Exhibit “A” of this Resolution is reasonably necessary to provide for the maintenance and operation of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY, FLORIDA, that:

Section 1. The budget which appears as Exhibit “A” of this Resolution is hereby adopted by the District for the fiscal year of the District beginning October 1, 2022 and ending September 30, 2023; and the amounts set forth as revenues, expenses, and costs of sales in the said budget are hereby appropriated for the said fiscal year.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 3. This Resolution shall become effective immediately upon its adoption, and the budget set forth in Exhibit “A” of this Resolution shall become effective October 1, 2022.

The foregoing resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Chairman, Michael R. Maino
Trustee, Jim Nugent
Trustee, Michael Morrissey
Trustee, Hurrol Brinker
Trustee, Bruce Amoss

The 1st Vice Chair thereupon declared this resolution Done, Ordered, and Adopted this 28TH Day of June 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
1st VICE CHAIR

Hurrol Brinker
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: Tuesday, June 28, 2022
Title: **Public Hearing and Adoption of FY23 Assessment Rate**
Section & Item: 11.B
Department: Administration, Finance
Fiscal Impact: \$4,210,041 in FY23 revenues
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: Resolution 2022-15 Assessment
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Public Hearing for community input and adoption of Resolution 2022-15 implementing the FY 23 Assessment of \$864.84 per lot.

Background and Summary Information

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on January 25, 2022 to solicit input from the public regarding the development of the FY 23 Budget and FY 23-27 Five-Year Financial Model and Capital Improvement Plan (5yrFM&CIP). The BOT then held two workshops and discussed the Proposed Budget during a BOT Meeting.

On May 12, 2022, the BOT authorized the mail out to property owners of the FY 23 Proposed Budget and proposed assessment of \$864.84 per lot.

Per BBRD Policy Manual 2.8 Yearly Budget Schedule and Levy of Assessments, the BOT is required to hold a public hearing and adopt an assessment rate in June. However, Section 418.304(4)(b), F.S., specifically provides, "The trustees shall, on or before July 30 of each year, by resolution, fix the amount of the assessment for the next ensuing year. These special assessments may be collected in the manner provided for ad valorem taxes under chapter 197, subject to the conditions of s. 197.363. Prior to the adoption of the resolution fixing the amount of the assessment, the trustees shall hold a public hearing at which time qualified electors of the district may appear and be heard. Notice of the time and place of the public hearing shall be published once in a newspaper of general circulation within the county at least 21 days prior to the public hearing." Hence, if the BOT desires, the assessment adoption could be deferred to one or two meetings.

Procedure:

The Chairman shall have General Counsel read the resolution.

The Chairman shall open the Public Hearing regarding the FY 23 Proposed Assessment Rate.

The Chairman shall ask if any residents wish to comment on the FY 23 Proposed Assessment Rate of \$864.84.

When the public comment is completed, the Chairman shall close the public hearing and entertain a motion from the BOT.

Staff recommends the BOT approve Resolution 2022-15 adopting the FY 23 Assessment of \$864.84 as mailed out to the property owners.

RESOLUTION 2022- 15

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN ASSESSMENT OF \$864.84 FOR EACH IMPROVED RESIDENTIAL LOT WITHIN THE SAID DISTRICT TO FUND THE 2022/23 FISCAL YEAR OPERATING BUDGET OF THE DISTRICT; PROVIDING FOR THE COLLECTION OF SAID ASSESSMENT IN THE MANNER PROVIDED FOR AD VALOREM TAXES PURSUANT TO SECTION 197.363, FLORIDA STATUTES; PROVIDING THAT SAID ASSESSMENT SHALL BE A VALID LIEN UPON EACH IMPROVED RESIDENTIAL LOT SO ASSESSED UNTIL SUCH ASSESSMENT HAS BEEN PAID IN FULL; PROVIDING THAT SAID ASSESSMENT SHALL BE CONSIDERED PART OF THE COUNTY TAX SUBJECT TO THE SAME PENALTIES, CHARGES, FEES, AND REMEDIES PROVIDED FOR THE ENFORCEMENT AND COLLECTION OF COUNTY TAXES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District (the “District”) has, by adoption of Resolution No. 2022-15; approved an operating budget for the District for fiscal year 2022/23 which requires total revenues in the amount of \$7,478,716 for the said fiscal year; and

WHEREAS, The Board of Trustees has reasonably determined that the sum of \$4,210,041 must necessarily be obtained through an assessment upon each improved residential lot within the District to fund the said operating budget; and

WHEREAS, the said total of \$4,210,041 can be attained by an assessment of \$864.84 for each of the estimated 4,868 improved residential lots within the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, The Board of Trustees has determined that it is in the best interests of the District to collect said assessment in the manner provided for ad valorem taxes as provided in Sec. 197.363, F.S.; and

WHEREAS, The Board of Trustees of the District has also found and determined that it is reasonable and prudent to set forth (i) the lien rights of the District with respect to each improved residential lot so assessed until such assessment has been paid (ii) the method of enforcing the said assessment as provided by statute; and

WHEREAS, all affected property owners have been provided notice of the public hearing on this Resolution in accordance with Sec. 418.304(4)(b), F.S.; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY, FLORIDA, that:

Section 1. An assessment in the amount of \$864.84 annually is hereby assessed for the fiscal year beginning October 1, 2022, and ending September 30, 2023 upon each improved residential lot within the Barefoot Bay Recreation District. The said assessment shall be for

funding of the 2022/23 fiscal year operating budget of the District adopted by the District's Resolution No. 2022-14.

Section 2. The Board of Trustees hereby elects to collect said assessment in the manner provided for ad valorem taxes pursuant to the conditions of Sec. 197.363, F.S. as authorized by Sec. 418.304(4)(b), F.S.

Section 3. Pursuant to Sec. 418.304 (4)(e)1, F.S., the assessment levied in Section 1 this Resolution, shall be a valid lien upon each improved residential lot within the District until it has been paid in full; shall be considered a part of the county tax; and is subject to the same penalties, charges, fees, and remedies provided for the enforcement and collection of county taxes.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution confirms the assessment as reflected in the 2022/23 Budget which was adopted by the Board in Resolution 2022-14 on June 28, 2022.

Section 6. This Resolution shall become effective immediately upon adoption.

The foregoing resolution was moved for adoption by Trustee _____. The motion was seconded by Trustee _____ and, upon being put to a vote, that vote was as follows:

Chairman, Michael R. Maino
Trustee, Jim Nugent
Trustee, Michael Morrissey
Trustee, Hurrol Brinker
Trustee, Bruce Amoss

The 1st Vice Chair thereupon declared this resolution Done, Ordered, and Adopted this 28th Day of June 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss
1ST VICE CHAIR

Hurrol Brinker
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, June 28, 2022
Title: **Pickleball Courts Resurfacing Award of Contract**
Section & Item: 11.C
Department: R&M/Capital Projects
Fiscal Impact: \$17,136
Contact: Mackenzie Leiva, Management Analyst
Attachments: US Tennis and Recreation-Pickelball Resurfacing Quote
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Award of contract for pickleball courts resurfacing.

Background and Summary Information

On June 9, 2022, the BOT directed staff to research costs for repainting the pickleball courts. U.S Tennis and Recreation, the vendor awarded the contract for the tennis court resurfacing project, offered a quote in the amount of \$17,136. The vendor stated that both the tennis and pickleball courts can be completed at the same time, reducing the cost of the mobilization fee.

The project consists of the following:

1. Pressure Washing
2. Flood testing
3. Resurfacing
4. Two coats of UV Resistant by Laykold
5. One net per court with the center strap adjusted to regular height
6. One set of pickleball lines per court

The FY22 Approved Budget includes sufficient funding for the resurfacing & repainting of the pickleball courts.

Staff recommends the BOT award contract for pickleball court resurfacing to U.S. Tennis and Recreation in the amount of \$17,136 and waive the second bid requirement.

U.S. Tennis and Recreation
 5780 Houchin Street
 Naples, FL 34109 US
 239-331-0117
 info@ustennisfl.com
 http://www.ustennisfl.com



Estimate

ADDRESS

Mackenzie Leiva
 Barefoot Bay Recreation District
 625 Barefoot blvd
 Barefoot Bay, FL 32976

ESTIMATE #	DATE	
6975	06/16/2022	

ACTIVITY	QTY	RATE	AMOUNT
Hard Court Basic To provide labor, materials, equipment, supervision, and insurance to complete the scope as clarified to resurface the 6 pickle ball courts. 1. Pressure washing 2. Flood testing as well as patching birdbaths within industry standards which is 1/8" deep (we will also fill in visible cracks) 3. Resurfacing 1 coat of professional grade by Laykold 4. Two coats of standard one color option professional grade UV RESISTANT by Laykold which is the official surface of the US Open and Miami Open. If Client wants to upgrade to a two color option it will be a \$500 upcharge per court. 5. We will include one net per court with the center strap adjusted to regular height. 6. We will include one set of pickle ball game lines per court. A deposit of 50% is required for scheduling and ordering of materials. We will warranty our work for 24 months. We will not be responsible for future substrate cracking (not repaired by us), bubbling, or root intrusions.	6	2,856.00	17,136.00

We appreciate the opportunity to work with you and look forward to growing a long lasting relationship.

TOTAL

\$17,136.00

Accepted By

Accepted Date

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 22-001314 - 512 Puffin Drive**
Section & Item: 11.D.i
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 22-001314 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondent's account and shall constitute a lien.

Background and Summary Information

Article II, Section 5 (A) (B) ADIR (Unapproved Fence). Case opened 4/25/2022. Six inspections have been performed on this property. Six photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on June 10, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001314

#1600/ 22-001314

RINGER, ROBERT STEVEN

512 PUFFIN DR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE II, SECT. 5 (A) (B) ADIR (Unapproved Fence)**

Section 3) 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) 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, permitted fencing shall be limited to chain link, powder coated or steel, vinyl picket fencing, or other ARCC approved materials not exceeding four (4) feet in height.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 92 Lot # 21

512 PUFFIN DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unauthorized fence / gate must be removed.

DATE OF VIOLATION FIRST OBSERVED: Apr 25, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

June 01, 2022 via First Class

June 01, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



512 Puffin Dr. Unauthorized fence / gate must be removed.
Jun 20, 2022



512 Puffin Dr. Unauthorized fence / gate must be removed.
Jun 07, 2022



512 Puffin Dr. Unauthorized fence / gate must be removed.
Jun 01, 2022



512 Puffin Dr. Unauthorized fence / gate must be removed.
May 24, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001314

#1600 / 22-001314

RINGER, ROBERT STEVEN,
512 PUFFIN DR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 512 PUFFIN DRIVE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 21-002442 - 512 Puffin Drive**
Section & Item: 11.D.ii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 21-002442 Unauthorized items
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article II, Section 2 (C) (D) Condition of Property (C) Unauthorized items. Case opened 1/14/2022. Ten inspections have been performed on this property. Twelve photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on January 14, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002442

#1600/ 21-002442

RINGER, ROBERT STEVEN

512 PUFFIN DR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 92 Lot # 21
512 PUFFIN DRIVE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Nov 08, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

December 29, 2021 via First Class

December 29, 2021 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



512 Puffin Dr. Unapproved items/ Must be removed.
Jun 20, 2022



512 Puffin Dr. Unapproved items/ Must be removed.
Jun 01, 2022



512 Puffin Dr. Unapproved items/ Must be removed.
Apr 25, 2022



512 Puffin Dr. Unapproved items/ Must be removed.
Feb 11, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002442

#1600 / 21-002442

RINGER, ROBERT STEVEN,
512 PUFFIN DR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 512 PUFFIN DRIVE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES


STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 22-001247 - 478 Dolphin Circle**
Section & Item: 11.D.iii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 22-001247 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 6/10/2022. Seven inspections have been performed on this property. Fifteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on June 10, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001247

#3557/ 22-001247

KELLY, DARLENE

478 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 2 Lot # 50

478 DOLPHIN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed. Clothing, boxes, rugs, baskets, bags must be removed.

DATE OF VIOLATION FIRST OBSERVED: Apr 18, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

April 18, 2022 via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



478 Dolphin Unapproved items/ Must be removed. Clothing, boxes, rugs, baskets, bags must be removed.
Jun 20, 2022



478 Dolphin Unapproved items/ Must be removed. Clothing, boxes, rugs, baskets, bags must be removed.
Jun 20, 2022



478 Dolphin Unapproved items/ Must be removed. Clothing, boxes, rugs, baskets, bags must be removed.
Jun 20, 2022



478 Dolphin Unapproved items/ Must be removed. Clothing, boxes, rugs, baskets, bags must be removed.
Jun 06, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001247

#3557 / 22-001247

KELLY, DARLENE,

478 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 478 DOLPHIN CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20__, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20__, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20__, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20__, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20__.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20__ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 21-002556 - 418 Barefoot Blvd**
Section & Item: 11.D.iv
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 21-002556 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 11/17/2021. Thirteen inspections have been performed on this property. Twenty-three photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on 1/14/2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002556

#603/ 21-002556

KELLY, DARLENE

478 DOLPHIN CIR

SEBASTIAN, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 84.B Lot # 17

418 BAREFOOT BOULEVARD

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Nov 17, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

January 04, 2022 via First Class

January 04, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



418 Barefoot Blvd. Unapproved items/ Must be removed.
Jun 20, 2022



418 Barefoot Blvd. Unapproved items/ Must be removed.
Jun 06, 2022



418 Barefoot Blvd. Unapproved items/ Must be removed.
May 26, 2022



418 Barefoot Blvd. Unapproved items/ Must be removed.
May 12, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002556

#603 / 21-002556

KELLY, DARLENE,
478 DOLPHIN CIR
SEBASTIAN, FL 32976

Respondent(s),

RE: 418 BAREFOOT BOULEVARD
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violations 21-001869 - 406 Papaya Circle**
Section & Item: 11.D.v
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 21-001869 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 9/10/2021. Thirteen inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on September 10, 2021. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001869

#2254/ 21-001869

REID, CHARLENE

406 PAPAYA CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 36 Lot # 21
406 PAPAYA CIRCLE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items / Debris

DATE OF VIOLATION FIRST OBSERVED: Sep 02, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

September 02, 2021 via First Class

September 02, 2021 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



406 Papaya Unapproved items/ Must be removed.
Jun 17, 2022



406 Papaya Unapproved items/ Must be removed.
May 16, 2022



406 Papaya Unapproved items/ Must be removed.
May 16, 2022



406 Papaya Unapproved items/debris
Apr 15, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-001869

#2254 / 21-001869

REID, CHARLENE,
406 PAPAYA CIR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 406 PAPAYA CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 22-000853 - 406 Papaya Circle**
Section & Item: 11.D.vi
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 22-000853 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 10 and Section 2 (D) Condition of Skirting. Case opened 4/22/2022. Six inspections have been performed on this property. Five photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on April 22, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000853

#2254/ 22-000853

REID, CHARLENE

406 PAPAYA CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting**

(10) 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.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 36 Lot # 21
406 PAPAYA CIRCLE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Skirting needs to be replaced / repaired. BBRD ARCC permit required.

DATE OF VIOLATION FIRST OBSERVED: Mar 15, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

March 15, 2022 via First Class
via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

June 20, 2022



406 Papaya Skirting needs to be replaced / repaired. BBRD ARCC permit required.
Jun 06, 2022



406 Papaya Skirting needs to be replaced / repaired. BBRD ARCC permit required.
May 03, 2022



406 Papaya Skirting needs to be replaced / repaired. BBRD ARCC permit required.

Apr 19, 2022



406 Papaya Skirting needs to be replaced / repaired. BBRD ARCC permit required.
Mar 15, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000853

#2254 / 22-000853

REID, CHARLENE,
406 PAPAYA CIR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 406 PAPAYA CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 22-000414 - 960 Cashew Circle**
Section & Item: 11.D.vii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 22-000414 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 2/8/2022. Nine inspections have been performed on this property. Ten photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on March 25, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000414

#879/ 22-000414

LEWIS, EDWARD C

960 CASHEW CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 116 Lot # 10

960 CASHEW CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed (tires, wood, gas cans, milk crates, tarp/plastic, etc.)

DATE OF VIOLATION FIRST OBSERVED: Feb 08, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

March 10, 2022 via First Class

March 10, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



960 Cashew Cir. Unapproved items/ Must be removed (tires, wood, gas cans, milk crates, tarp/plastic, ext.)
Jun 20, 2022



960 Cashew Cir. Unapproved items/ Must be removed (tires, wood, gas cans, milk crates, tarp/plastic, ext.)
Jun 17, 2022



960 Cashew Cir. Unapproved items
Jun 01, 2022



960 Cashew Cir. Unapproved items/ Must be removed (tires, wood, gas cans, milk crates, tarp/plastic, ext.)
May 04, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000414

#879 / 22-000414

LEWIS, EDWARD C,

960 CASHEW CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 960 CASHEW CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 21-002848 - 406 Avocado Drive**
Section & Item: 11.D.viii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 21-002848 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 12/17/2021. Nine inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on January 28, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002848

#2732/ 21-002848

GRAINGER, MARY V

5689 EVA RD

EVA, TN 38333

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 33 Lot # 13
406 AVOCADO DRIVE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Dec 17, 2021

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

December 17, 2021 via First Class
via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



406 Avocado Dr. Unapproved items/ Must be removed. Boat motor, exercise equipment, tires, tools, wood must be removed.

Jun 20, 2022



406 Avocado Dr. Unapproved items/ Must be removed. Boat motor, exercise equipment, tires, tools, wood must be removed.

Jun 20, 2022



406 Avocado Dr. Unapproved items/ Must be removed. Boat motor, exercise equipment, tires, tools, wood must be removed.

Jun 06, 2022



406 Avocado Dr. Unapproved items/ Must be removed.

Jun 01, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-002848

#2732 / 21-002848
GRAINGER, MARY V,
5689 EVA RD
EVA, TN 38333

Respondent(s),

**RE: 406 AVOCADO DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by James Trevelino, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Date: Tuesday, June 28, 2022
Title: **DOR Violation 22-001075 - 900 Hawthorn Circle**
Section & Item: 11.D.ix
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager
Attachments: 22-001075 Statement of Violation
Reviewed by General Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 5/13/2022. Eight inspections have been performed on this property. Eight photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on May 13, 2022. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001075

#195/ 22-001075

ASCHENBACK, JOSEPH

900 HAWTHORN CIRCLE

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

- **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(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 Section 2, Section 10, or Section 11 of Article III, 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 requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. 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 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 of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 118 Lot # 11

900 HAWTHORN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Temporary, portable, or free-standing structure w/out ARCC permit.

DATE OF VIOLATION FIRST OBSERVED: Apr 01, 2022

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

April 27, 2022 via First Class

April 27, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: June 27, 2022

Deed of Restrictions Staff

June 20, 2022



900 Hawthorn Cir. Temporary, portable, or free-standing structure w/out ARCC permit.
Jun 20, 2022



900 Hawthorn Cir. Temporary, portable, or free-standing structure w/out ARCC permit.
Jun 17, 2022



900 Hawthorn Cir. Temporary, portable, or free-standing structure w/out ARCC permit.
Jun 06, 2022



900 Hawthorn Cir. Temporary, portable, or free-standing structure w/out ARCC permit.
May 27, 2022

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **June 28, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

June 20, 2022

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001075

#195 / 22-001075

ASCHENBACK, JOSEPH,
900 HAWTHORN CIRCLE
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 900 HAWTHORN CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

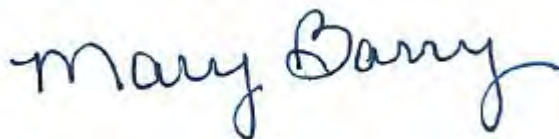
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large



Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration
Building Barefoot Bay, FL 32976-9233

Phone 772-664-3141

www.bbrd.org

Memo To: Board of Trustees

From: Kent Cichon, Community Manager

Date: June 28th, 2022

Subject: Manager's Report

Finance

Assessment received – 99.9% Collected or \$ 4,025,436. Balance to collect \$5,810.06

Resident Relations

ARCC 6/7/2022

- 1 Old Business – approved.
- 6 Consent Items – approved.
- 9 Other Items – 8 approved, 1 denied.

ARCC 6/21/2022

- 1 Old Business – to be presented.
- 8 Consent Items – to be presented.
- 7 Other Items – to be presented.

VC Meeting 6/10/22

- 8 Cases – came into compliance prior to the meeting.
- 1 Case – DOR is working with the homeowner.
- 1 Case – tabled until the next meeting.
- 14 Cases – found to be in violation.

VC Meeting 6/24/22

- 40 Cases to be presented.

Food & Beverage

- Save the date and get your golf carts ready for the annual Independence Day celebration on Sunday, July 3rd. The day kicks off with a patriotic golf cart parade starting behind the shopping plaza, music and food lakeside of the Lounge and a firework's display at 9 p.m.

- On Saturday, July 30, 2022, Nashville recording artist Bill Dotson will be touring in Florida. We have booked in him in Barefoot Bay, and this rising country star will perform on the Lounge lakeside stage from 6-10 p.m. A BBQ menu will be available from 5-8 p.m.

Flyers with all the details are posted.

Property Services

- Replaced pitcher pump at the pier
- Replaced the lock on the front slider at the administration building
- Added a wheel to the gate at the Micco RV lot
- Addressed a leak in the concrete block at the administration building
- Replaced the rope on the flagpole US1
- Replaced burned out lights at the tennis/pickleball courts
- Replaced the main pump at pool 3 and re wired
- Installed additional bracing at the walking bridge
- Replaced damaged bricks at the pools
- Installed ADA lifts at all the pools
- Trimmed trees around BBRD grounds with the rented lift
- Repaired broken tile and concrete at pool 1
- Replaced the foot valve for the sprinklers at the administration building
- Repaired a loose pin inside the sliding door at the Administration building

Golf-Pro Shop

- Jul 7th & 8th Course Aerification
 - Thursday, July 7th: Back Nine Closed
 - Friday, July 9th: Front Nine and Driving Range Closed
- Greens Renovation #10 and Practice Green
 - In progress
 - Temporary green on Hole #10 in play until duration of project completion
 - sed until 2pm
- 2022 SUMMER GOLF CAMP AT BAREFOOT BAY GOLF COURSE
 Learn to play golf and have fun! Summer Golf Camp with Ernie Cruz, Certified PGA Professional and Bill Balash, PGA Professional
 Tuesday & Thursday July 12, 14, 19, 21, 26, 28
 Time: 10 am – 12 pm: 12 hours total of instruction
 Ages: 6-17 (Children ages 6-7 must always have parent present)
 Cost: FREE

For more information, call 772-664-3174

Barefoot Bay Golf Course, 1225 Barefoot Blvd, Barefoot Bay, FL 32976

General Information

Townhall will be July 7th at 9 am