

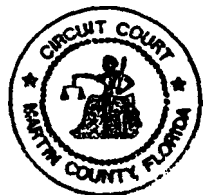
EX-1Bil 'C/

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TRAILSIDE

Dated: ~~October 22, 1999~~

Prepared By:

Joseph D. Grosso, Jr., Esq.
Jones, Madden & Grosso, PLC
759 S. Federal Highway, Suite 212
Stuart, FL 34994





DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRAILSIDE

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

1.1	Articles	1
1.2	Assessment	2
1.3	Association	2
1.4	Association Property	2
1.5	Board	2
1.6	Bridle Paths	2
1.7	Business and Trade	2
1.8	ByLaws	2
1.9	Class B Control Period	2
1.10	Common Area	2
1.11	Common Expenses	2
1.12	Community-Wide Standard	2
1.13	Conservation Areas	3
1.14	Conservation Buffer Easements	3
1.15	Conservation Easements	3
1.16	Declarant	3
1.17	Declaration	3
1.18	Environmental Resource Permit	3
1.19	Homeowners Documents	3
1.20	Institutional Mortgagee	3
1.21	Lot	4
1.22	Member	4
1.23	Mortgage	4
1.24	Mortgagee	4
1.25	Mortgagor	4
1.26	Owner	4
1.27	Permit Staff Report	4
1.28	Person	4
1.29	Plat	4
1.30	Preserve Area Management Plan	4
1.31	Property	4
1.32	Residential Dwelling	4
1.33	Roads	4
1.34	Rules and Regulations	4
1.35	Setbacks	4
1.36	Single Family	5
1.37	Special Assessment	5
1.38	Stormwater Management System	5
1.39	Subsequent Amendment	5
1.40	Trailside	5
1.41	Turnover Date	5

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1	Initial Property	5
2.2	Additional Property	5
2.3	Withdrawal of Property	6
2.4	Additional Covenants and Easements	6
2.5	Amendment	6

ARTICLE

ARTICLE III

PROPERTY RIGHTS

3.1	Use of Common Area	6
3.2	Title to Common Area	7
3.3	Annexations, Withdrawals and Amendments	8
3.4	Use of Common Area by Mortgagee	8

ARTICLE IV

ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

4.1	Function of Association	8
4.2	Membership	8
4.3	Voting	9

ARTICLE V

GENERAL RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1	Common Area	9
5.2	Personal Property and Real Property for Common Use	9
5.3	Rules and Regulations	9
5.4	Implied Rights; Board Authority	9
5.5	Governmental Interests	10
5.6	Indemnification	10
5.7	Dedication of Common Areas	10
5.8	Security	10
5.9	Recycling Programs	10
5.10	Surface Water Rights	II

ARTICLE VI

GENERAL MAINTENANCE RESPONSIBILITIES

6.1	Association's Responsibility	11
6.2	Owner's Responsibility	12

ARTICLE VII

EASEMENTS

7.1	Easements for Owners	12
7.2	Easements for Utilities	12
7.3	Easements for Encroachments	13
7.4	Easements to Serve Other Property	13
7.5	Easements for Drainage	13
7.6	Right of Entry	13

ARTICLE VIII

ASSESSMENTS

8.1	Creation of Assessments	14
8.2	Computation of Assessments	15
8.3	Special Assessments	16
8.4	Date of Commencement of Base Assessments	17
8.5	Subordination of the Lien to First Mortgages	17
8.6	Exempt Property	17

ARTICLE

ARTICLE IX ESTABLISHMENT AND ENFORCEMENT OF LIENS

9.1	Lien for Assessments	17
9.2	Effective Date of Lien	18
9.3	Rights of First Mortgagees	18
9.4	Remedies	18
9.5	Rights upon Foreclosure	19

ARTICLE X INSURANCE

10.1	Common Area Insurance	19
10.2	Reconstruction and Repair of Common Area improvements after Casualty	20
10.3	Public Liability Coverage	20
10.4	Fidelity Bond Coverage	20
10.5	Flood Insurance	21
10.6	Insurer	21
10.7	Named Insured	21
10.8	Premiums	21
10.9	Insurance Proceeds	21
10.10	First Mortgagees	21
10.11	Policy Cancellation	21
10.12	Association as Agent	22

ARTICLE XI ARCHITECTURAL CONTROL

11.1	Architectural Control Committee	22
11.2	Community-Wide Standard	22
11.3	General Provisions	22
11.4	Failure to Approve	23
11.5	Rejection of Plans and Specifications	23
11.6	Conditions	23
11.7	Variances	24
11.8	Inspection of Work	24
11.9	Release of Liability	25

ARTICLE XII USE RESTRICTIONS

12.1	Residential/Agricultural Uses	25
12.2	Use Restrictions	25

ARTICLE XIII DECLARANT'S RIGHTS

13.1	Declarant's Transfer Rights	31
13.2	Declarant's Sales Offices	31
13.3	Right of Approval	31
13.4	Easements	31
13.5	Tennination of Declarant's Rights	31
13.6	Interpretation of Declarant's Rights	31

ARTICLE XIV MORTGAGEE PROVISIONS

14.1	Notices of Action	32
14.2	Special FHLMC Provision	32
14.3	Other Provisions for Mortgagees	33

ARTICLE

14.4	No priority	33
14.5	Notice to Association	33
14.6	Amendment by the Board	33
14.7	failure of Mortgagee to Respond	33

ARTICLE XV	<u>ENFORCEMENT OF DECLARATION</u>	33
------------	-----------------------------------	----

ARTICLE XVI AMENDMENTS

16.1	Amendments Generally	34
16.2	Limitation on Amendments	34
16.3	Scrivener's Errors	35
16.4	Effective Date of Amendments	35

ARTICLE XVII CONVEYANCES

17.1	Notice to Association	35
17.2	Lease Agreement Terms	35
17.3	Delinquent Lot Owners	35

ARTICLE XVIII TERMINATION

18.)	Consent to Termination	36
18.2	Termination and Documents	36
18.3	Limitation on Termination	36
18.4	Stormwater Management System	36

ARTICLE XIX MAINTENANCE AND MONITORING OF CONSERVATION
MANAGEMENT EASEMENTS AND BUFFER MANAGEMENT
EASEMENTS

19.1	Conservation Areas	36
19.2	Maintenance of Conservation Areas	37
19.3	Prohibited Activities	37

ARTICLE XX STORMWATER MANAGEMENT SYSTEM

20.1	Stormwater Management System	37
20.2	Construction of Improvements by Declarant	38
20.3	Untitled	38
20.4	Additional Requirements	39
20.5	Rights of Association to Maintain Owner Maintained Stormwater Management System Improvements	40

ARTICLE XXI MISCELLANEOUS

21.1	No Waiver	40
21.2	Headings	40
21.3	Pronouns	40
21.4	Severability	40
21.5	Partition	40
21.6	Homeowners Documents	40

EXHIBITS

- Exhibit A - Legal Description (Declarant)
- Exhibit A1 - Legal Description (Hobe St. Lucie Conservancy District)
- Exhibit B - Articles of Incorporation for Trailside Homeowners Association, Inc.
- Exhibit C - Bylaws of Trailside Homeowners Association, Inc.
- Exhibit D - Environmental Resource Permit
- Exhibit E - Permit Staff Report
- Exhibit F - Bridle Paths Sketch
- Exhibit G - Legal Description (Box Ranch)

Prepared by and return to:
Joseph D. Grosso, Jr., Esquire
Jones, Madden & Grosso
759 South Federal Highway, Suite 212
Stuart, Florida 34994

DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRAILSIDE

~~THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRAILSIDE~~
("Declaration"), is made on the dates set forth below, by ~~TRAILSIDE LAND COMPANY, a Florida~~
~~corporation, ("Declarant"), and by the TRAILSIDE HOMEOWNERS ASSOCIATION, INC., a Florida~~
~~corporation not for profit ("Association").~~

~~Declarant is the owner of the real Property more particularly described in Exhibit "A" attached hereto and~~
~~made a part hereof by reference, except for such portion of the foregoing which is owned by the HOBE ST.~~
~~LUCIE CONSERVANCY DISTRICT, a drainage district formed under and by the laws of the State of~~
~~Florida, more particularly described in Exhibit "A1" attached hereto and made a part hereof. This~~
~~Declaration imposes mutually beneficial restrictions upon the Property, under a general plan of development~~
~~and improvement, for the benefit of the owners of each portion of the Property. This Declaration further~~
~~establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and~~
~~preservation of the Property.~~

~~Therefore, for the purpose of protecting the value and desirability of the Property which shall be subject to~~
~~this Declaration, the Declarant, joined by the HOBE ST. LUCIE CONSERVANCY DISTRICT, a drainage~~
~~district formed under and by the laws of the State of Florida, declares that the Property described in Exhibit~~
~~"A", and Exhibit "A1", and any additional Property which may be subjected to this Declaration by any~~
~~Subsequent Amendment (as defined herein), shall be held, sold, used, and conveyed subject to the terms,~~
~~provisions, conditions, covenants, restrictions, reservations, easements, regulations, burdens and liens~~
~~contained herein, which shall run with the Property, and shall be binding upon and for the benefit of all persons~~
~~or entities, having any right title, or interest in the Property, or any part thereof, their heirs, successors, and~~
~~assigns.~~

Prepared By:
J. Henry Cartwright, Esq. Fox McCluskey,
PLLC
2300 SE Monterey Road Stuart, Fl 34996

SUBSTANTIAL REWORDING.
SEE GOVERNING DOCUMENTS FOR CURRENT TEXT.

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRAILSIDE HOMEOWNERS ASSOCIATION, INC.

The purpose of this Amended and Restated Declaration of Covenants and Restrictions is to continue the purposes of the Declaration of Covenants and Restrictions for TRAILSIDE HOMEOWNERS ASSOCIATION, INC. recorded at OR BK 1443 PG 312 et. seq., as amended at OR BK 1577 PG 718 et seq, OR BK 1600 PG 2331 et seq., OR BK 1625 PG 319 et seq., in the official records of Martin County, Florida. All provisions of this Amended and Restated Declaration and all exhibits hereto shall be construed to be covenants running with the land.

THE ORIGINAL DECLARATION OF COVENANTS AND RESTRICTIONS, was made and executed the 22nd day of October 1999, by Trailside Land Company, a Florida Corporation ("Declarant"), joined by TRAILSIDE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association")

ARTICLE I

DEFINITIONS

The terms used in this Declaration shall be given their natural, commonly accepted definitions unless otherwise specified herein. Capitalized terms shall be defined as set forth below.

- 1.1. "Act" shall mean Chapter 720 Fla. Stat. as it exists on the date of recording of this Amended and Restated Declaration. No future amendment to Chapter 720 or Chapter 617 Fla. Stat. shall be effective either retrospectively or prospectively to negate, limit, restrict, or any way affect this Declaration or any party to this Declaration as there is no intent to incorporate *Kaufman* language in this document unless such intent is expressly stated and is limited to specific provision in which it may appear.
- 1.2. ~~4.1~~"Articles" shall mean the Articles of Incorporation of Trailside Homeowners Association, Inc. as filed with the Florida Secretary of State, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference.

1.3. ~~1.2.~~"Assessment" means each Members proportionate share of the funds required for the payment of Common Expenses, which from time to time shall be assessed against the Members of the Association. Assessments may sometimes be referred to as "Base Assessments".

1.4. ~~1.3.~~"Association" shall mean and refer to Trailside Homeowners Association, Inc., its successors and assigns.

1.5. ~~1.4.~~"Association Property" shall mean all real and personal property transferred to the Association for the benefit of the Members.

1.6. ~~1.5.~~"Board" shall mean the Board of Directors of the Association.

1.7. ~~1.6.~~"Bridle Paths" shall mean and refer to those portions of the Drainage Easements shown on the Plat, which, in addition to serving as drainage areas, may also be used by the Members for equestrian purposes. The Bridle Paths shall be solely limited to the following Drainage Easements, which are more particularly identified in Exhibit "F", attached hereto and made a part hereof: a) The 93' and 50' Drainage Easements located along the perimeter boundary of the Trailside subdivision; and b) The 20' Drainage Easement located along the perimeter of SW Trailside Path.

1.8. ~~1.7.~~The terms "Business" and "Trade" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis, which involves the offering and/or delivery of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

1.9. ~~1.8.~~"Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as Exhibit "C" and made a part hereof by reference.

~~1.10. "Class B Control Period" shall mean the period of time during which the "Class "B" Member", as defined in the Bylaws, is entitled to appoint a majority of the members of the Board, as provided in the Bylaws.~~

1.10 "Common Area" shall mean all real and personal property which the Association owns, leases, or otherwise retains the right to possess or use for the common use and enjoyment of the Members. The term "Common Area" may sometimes be used interchangeably with the term "Association Property" or "Common Property".

1.11. "Common Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Members, including any reasonable reserve, as the Board may find necessary or appropriate pursuant to this Declaration, the Bylaws, and the Articles. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by the Members representing a majority of the total Class "A", as defined in the Bylaws, vote of the Association.

1.12. "Community-Wide Standard" shall mean the standard of conduct, construction, maintenance, or other

activity generally prevailing throughout the Property. Such standard may be reasonably and more specifically determined by the Board.

1.13. "Conservation Areas" shall mean any portion of the Property which is intended to be preserved and maintained in a natural state in perpetuity. The Conservation Areas shall include preserved and created wetlands, Conservation Easements, and Conservation Buffer Easements as more specifically described and located on the Plat and in the Environmental Resource Permit issued by the South Florida Water Management District.

1.14. "Conservation Buffer Easements" shall mean and refer to those portions of the Property described as such on the Plat, which serve as protective buffers to Conservation Easements and which are intended to be preserved and maintained in a natural state in perpetuity.

1.15. "Conservation Easements" shall mean and refer to those portions of the Property described as such on the Plat which are intended to be preserved and maintained in a natural state in perpetuity, and which shall be subject to easements for the purpose of preserving and maintaining such areas.

~~1.16. "Declarant" shall mean and refer to TRAILSIDE LAND COMPANY, a Florida Corporation, its successors and/or assigns.~~

1.16. ~~1.17.~~ "Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

1.17 ~~1.18~~ "Environmental Resource Permit" shall mean and refer to Permit No. **43-01075-P** attached hereto as Exhibit "D" and made a part hereof, issued by the South Florida Water Management District for the construction and operation of the Storm Water Management System and the mitigation and preservation of the Conservation Areas located within the Common areas and the individual Lots. The Registered Agent for the Association shall maintain copies of further South Florida Water Management District permitting actions for the benefit of the Association. Each Lot Owner shall apply for and obtain a modification to the Environmental Resource Permit prior to any development of their Lot.

~~1.18 "Homeowners Documents" means this Declaration, the Articles, and the Bylaws of the Association; as well as all of the instruments and documents referred to herein and executed in connection with Trailside.~~

"Governing Documents" means this Declaration, the Articles, The Bylaws, and any Rules and Regulations of the Association; as well as all the instruments and documents referred to herein and executed in connection with Trailside.

1.19 ~~1.20~~ "Institutional Mortgagee" shall mean any of the following institutions, or subsidiary thereof, which holds a Mortgage on any portion of the Property: a bank, state or federal savings and loan association, mortgage banking company authorized to do business in the State of Florida, insurance company or union pension fund authorized to do business in the State of Florida, a real estate investment trust, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration/Veterans Administration, the Martin County, Florida Housing Authority or similar entity, or a lender generally recognized in Martin County, Florida as an institutional lender. ~~In each and every instance, in which the Declarant holds a mortgage on the Property, the term Institutional Mortgagee shall also include the Declarant. In the event of any question or dispute concerning the application of the term "Institutional Mortgagee" to any particular party, the Declarant may, without obligation or liability, in its sole discretion, determine whether said party is an "Institutional Mortgagee" for purposes of this Declaration.~~

- 1.20. ~~1.19~~ "Lot" shall mean a portion of the Property intended for development, use, and occupancy as a single family residence, and shall be described by reference to the Plat (as defined hereafter).
- 1.21. ~~1.20~~ "Member" shall mean a member of the Association.
- 1.22. ~~1.21~~ "Mortgage" means a mortgage, a deed to secure a debt or any form of security deed.
- 1.23. ~~1.22~~ "Mortgagee" means a beneficiary or holder of a Mortgage on any portion of the Property. The term, "Mortgagee", shall include the term, "Institutional Mortgagee", defined above.
- 1.24. ~~1.23~~ "Mortgagor" means a Person who gives a Mortgage.
- 1.25. ~~1.24~~ "Owner" or *Lot Owner* shall mean and refer to one or more Persons (defined below) who hold the record title to any Lot which is created on the property subject to this Declaration, but excluding any party holding an interest merely as security for the performance of an obligation.
- 1.25. ~~1.26~~ "Permit Staff Report" shall mean and refer to the staff report for the Environmental Resource Permit, attached hereto as Exhibit "E" and made a part hereof, which was generated by the South Florida Water Management District, and defines the construction and operation criteria of the Storm Water Management System and mitigated and preserved wetlands, buffer zones, and Conservation Areas. Any development within individual Lots shall be in accordance with the criteria established in the Permit Staff Report.
- 1.27. ~~1.26~~ "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.
- 1.28. ~~1.27~~ "Plat" shall mean and refer to the Plat of Trailside, as recorded in the public records of Martin County, Florida.
- 1.29. ~~1.30~~ "Preserve Area Management Plan" shall mean and refer to the management plan included in the Permit Staff Report, attached as Exhibit "E", which sets out the requirements for preservation, maintenance and mitigation monitoring of the Conservation Areas.
- 1.30. ~~1.31~~ "Property" shall mean all of the real and personal property subject to this Declaration.
- 1.31. ~~1.32~~ "Residential Dwelling" shall mean and refer to any improvement intended for use and occupancy by a Single Family.
- 1.32. ~~1.31~~ "Roads" shall mean and refer to any street or thoroughfare which is constructed ~~by Declarant~~ within the Common Areas, and which is dedicated to the Association, or to any governmental agency, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or similar designation.
- 1.33. ~~1.34~~ "Rules and Regulations" shall mean the rules, regulations, and policies as may be adopted by the Board from time to time by resolution duly made and carried, which shall be incorporated into this Declaration as if more fully set forth herein.
- 1.34. ~~1.33~~ "Setbacks" shall mean and refer to those building setback requirements established by the Architectural Control Committee, as set forth in this Declaration.

~~1.35.-1.36~~ "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

1.36. ~~1.37.~~ "Special Assessment" shall mean and refer to those assessments levied in accordance with the further terms of this Declaration.

1.37. ~~1.38.~~ "Stormwater Management System" shall mean and refer to those roadside swales, lakes, canals, and other facilities created and used for drainage, as shown and described in the Permit Staff Report attached as Exhibit "E", and authorized for construction and operation under the South Florida Water Management District Environmental Resource Permit attached as Exhibit "D".

1.38. ~~1.39.~~ "Subsequent Amendment" shall mean an amendment to this Declaration which may subject additional property to this Declaration, may withdraw property from the coverage of this Declaration, and may also, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Property, or on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

1.39. ~~1.40.~~ "Trailside" shall mean and refer to the platted subdivision located in Martin County, Florida, known as Trailside.

~~1.40. "Turnover Date" shall mean the date the Class "B" Control Period ends, as more particularly set forth in the Bylaws. The Turnover Date shall occur no later than three (3) months after Ninety Percent (90%) of the Lots have been sold to Members other than the Declarant, its successors and/or assigns, (for purposes of this provision "Members other than the Declarant" shall not include builders, contractors, or others who purchase any Lot for the purpose of constructing improvements thereon for resale), or after the Declarant elects to relinquish its control of the Association, whichever shall first occur.~~

ARTICLE II

PROPERTY SUBJECT TO TIDS DECLARATION

The Property subject to this Declaration is described in Exhibit "A", Exhibit "A1", and any duly adopted Amendment(s) to the original Declaration which subjected additional property to the Declaration.

~~2.1. Initial Property. The Property which is initially subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit A, and Exhibit A1.~~

~~2.2. Additional Property. Until the Turnover Date, the Declarant may subject additional property to this Declaration, including without limitation, Common Areas, Recreational Facilities, Roads, vacant land, and Property of all types, including undeveloped lands, platted subdivisions, and lots by recording in the public records of Martin County, Florida, a Subsequent Amendment to this Declaration describing the property to be submitted to this Declaration and setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property, if any. Despite the fact that Declarant's submission of additional property to this Declaration may result in an overall increase in the Common Expenses, and a resulting increase in the Assessments payable by each Lot, or may result in an increase in the total number of votes or Members in the Association, the Declarant shall not be required to obtain the joinder or consent of the Association, any Owner, any other Person, or any Mortgagee except for the approval, if required, of Martin County, Florida. Any property submitted to this Declaration by~~

~~Subsequent Amendment, shall be included in the term "Property", subject thereafter to all of the terms conditions, covenants, and restrictions contained herein, including, without limitation, the Association's lien~~

for assessments.

~~2.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration to the extent originally included in error or as a result of any changes in the Declarant's plans for the Property, provided such withdrawal is not contrary to the overall, uniform scheme of development of the Property.~~

~~2.4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Subsequent Amendment to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners, and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Subsequent Amendment filed concurrent with, as a part of, or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, if other than the Declarant.~~

~~2.5. Amendment. This Article shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any property in Trailside.~~

ARTICLE IV

PROPERTY RIGHTS

~~3.1. Use of Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and private streets and roads subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration or in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenant, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee. The rights and easements of enjoyment created hereby shall be subject to the following:~~

~~A. The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.~~

~~B. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.~~

~~C. The right of the Association to suspend:~~

~~(i) the right of an Owner to use Recreational Facilities within the Common Areas for any period during which an Assessment or any other charge against such Owner's Lot remains delinquent; and~~

~~(ii) the enjoyment rights and easements of any Owner for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (other than a delinquent~~

~~Assessment), of the Declaration, any applicable Subsequent Amendment, the Articles, the Bylaws, or the Rules and Regulations of the Association after notice and hearing pursuant to the Bylaws.~~

~~D. The right of the Association to maintain the Common Property.~~

~~E. The right of the Board to adopt rules and regulations affecting the use and enjoyment of the Common Areas, including, without limitation, rules restricting the use of recreational Facilities within the Common Area to occupants of Lots and their guests and rules limiting the number of guests who may use the Common Area.~~

~~F. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate traffic regulations for the Roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners, whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as a Special Assessment upon the Owner who violates the traffic regulations, or upon the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board.~~

~~G. The right of the Association to dedicate or transfer all, or any part, of the common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district, subject, however, to the rights of the Members provided hereunder.~~

~~H. The Restrictions contained on any plat filed with respect to all or any portion of the Property.~~

~~I. All of the provisions of this Declaration, the Articles, and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.~~

~~J. The Owners' easements of enjoyment shall be subject to easements, heretofore existing or hereby reserved over, through and underneath the Common Property, and the Lots, for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, telephone cables and other utilities. Easements for such utility services are reserved by the Declarant for all buildings and improvements which have been or may be constructed on the property, and the Declarant may grant specific easements to utility companies and to other Persons as may be reasonably necessary.~~

~~K. The rights of other Owners, their family members, guests, invitees, licensees, employees, or agents, to use the Common Property in accordance with this Declaration.~~

~~L. In case of any emergency originating in, or threatening the Property or any Lot, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the Property or such Lot, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.~~

~~M.—~~

3.1 **Use of Common Areas**. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common

Areas and private streets and roads subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration, Bylaws, Rules and Regulations or any other Governing Documents, including any equine or architectural regulations, South Florida Water Management permits, or other regulatory or municipal regulations or ordinance, or in any deed conveying such property to the Association.

3.2 **Delegation of Use Rights Subject to Rules and Regulations**. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenant, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. Any such procedures shall be a condition precedent to any delegation of use rights. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee. A lessee may not operate an equine boarding operation. Lot Owners who are running or operating equine boarding facilities may not delegate their use rights to any customer or person who boards a horse on the owner's lot. The boarding of horses is for boarding of the animal alone, and not the animal's owner. Lessees who reside on a lot under a residential lease shall be limited one single family.

A. **Bridle Path Limitations.**

- (i) **Boarded Horses.** Boarded horses are prohibited on the Bridal Path.
- (ii) **Lot Owners.** All Lot Owners shall, prior to using the bridal path for their own horses, execute all waivers and documents as required by the Board in the Board's sole discretion. If requested by the Board, the Lot Owner shall submit to an interview, in person, with the Board.
- (iii) **Residential Tenants.** All Tenants/Lessee(s) who have their own horses residing with them on the Lot on which they are a tenant, shall submit to an interview with the Board. All Tenants/Lessee(s) shall execute all waivers and documents as required by the Board in the Board's sole discretion. Failure to submit to the interview or execute the documents shall prohibit a Tenant or Lessee from the Bridal Path.
- (iv) **Maximum Guests.** Lot Owners shall not have more than two (2) guests at any one time who will be utilizing the bridle paths (on a Lot Owner's horse). Lot Owners may not charge their guests for access (either directly or indirectly), nor may any horse be leased or licensed by the Lot Owner to any guest. Further provided that the Lot Owner must accompany said guest(s) at all times. The Lot Owner's obligation to accompany their guest shall not be assigned to any person who is not the Lot Owner. Guest(s) shall not include any person or entity who owns a horse that is boarded on the Lot Owner's lot or any other Lot Owner's lot. The owners of boarded horses are conclusively deemed customers and are not permitted to use the Bridal Path under any circumstances. All use of the bridle paths by Guests must comply with all equine rules and procedures have been satisfied.
- (v) **Lot Owner Liable.** The Lot Owner accepts and assumes all responsibility for the safety and actions of all of his/her/its guest riders while accessing the common areas, lots, or using all bridle paths and roads throughout Trailside, and defends, indemnifies, and holds the Association harmless.
- (vi) The Lot Owner expressly waives the right to seek damages or indemnification from the Association for any actions by his/her/its guest riders or any damages caused by or to such guest riders.
- (vii) Fully executed waivers and all other documents required by the Association must be produced upon request of the Board.
- (viii) No Lot Owners shall be permitted to transfer bridle path privileges to a Lessee unless the procedures as set forth herein are strictly complied with in advance and the Association has approved same in writing.
- (ix) Failure to attend the in-person interview shall constitute a withdrawal of any application to use the

Bridal Path.

B. **Cattle Leases.** Lot Owners leasing to entities or operators grazing cattle shall ensure that cattle are not herded on or across bridle paths, are not on the roads, and do not use bridle paths for access to Lots. Lot Owners entering into leases for cattle grazing are liable for their lessee's noncompliance with this Declaration and all Association rules and policies, and are liable for all damages to real and personal property, injuries, and death arising from or relating to their cattle lease, and shall hold harmless and indemnify the Association and its officers, directors, Members, employees, attorneys, and agents ("Association-Parties") against any claim, penalty, demand, fine, suit, action, proceeding, order, decree, judgment, cost, expense, or damage or charges claimed against or imposed on Association-Parties.

3.3 **Limitations on Use Rights and Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

~~3.2. Title to Common Area. The Declarant shall not be required to convey title to the Common Area or any~~

~~portion thereof to the Association until after the Turnover Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other charges which are liens against the Common Area, from and after the recording of this Declaration. Within Ninety (90) Days after Turnover Date, the Declarant shall convey the Common Area, or any such portion of the Common Area not otherwise dedicated pursuant to Article 5, to the Association by quitclaim deed, free of all encumbrances except taxes for the then current year and other matters common to Trailside. The Declarant shall not be required to provide any title search, title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.~~

~~3.3. Annexations, Withdrawals, and Amendments. Pursuant to the provisions of Article II, and the amendment powers set forth in this Declaration, the Declarant, its successors and assigns, reserves the right to amend this Declaration during the Class "B" Control Period, to annex additional property to the Common Area, to withdraw property from the Common Area, and to amend the provisions of this Declaration, including, without limitation those provisions regarding the payment of assessments, as they may apply to the Common Area.~~

3.4 LIMITATIONS ON USE RIGHTS AND EASEMENTS. The rights and easements of enjoyments created hereby shall be subject to the following:

- A. The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real and personal property as security for the money borrowed or debts incurred.
- B. The right of the Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure.
- C. The right of the Association to suspend:
 - i. The right of an Owner to use Recreational Facilities within the Common Areas for any period during which an Assessment or any other charge against such Owner's Lot remains delinquent: and
 - ii. The enjoyment rights and easements of any Owner for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (other than a delinquent Assessment), of the Declaration, and applicable Subsequent Amendment, the Articles, the Bylaws, or the Rules and Regulations of the Association after notice and hearing before the fine committee pursuant to the Bylaws.
- D. The right of the Association to maintain, repair, replace, and preserve the integrity of the Common Property.
- E. The right of the Board to adopt rules and regulations affecting the use and enjoyment of the Common Areas, including, without limitation, rules restricting the use of recreational Facilities within the Common Area to residential occupants of Lots and their guests and rules limiting the number of guests who may use the Common Area.
- F. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate traffic regulations for the Roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations, including, without limitations, the assessment of fines against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as a Special Assessment or Individual Assessment upon the Owner who violates the traffic regulations, or upon the Owner who's family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fines shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the fines committee in

accordance with Fla. Stat. 720.305 as it may be amended from time to time. The amounts of said fines shall automatically be added to the Lot Owner's ledger as an assessment without any vote of the Board being required. Notwithstanding the foregoing, the Association has no obligation to police or enforce speed limits or traffic regulations and this provision does not create a cause of action against the Association in connection with the Roads. Security and/or law enforcement officers may monitor and enforce speed limits and traffic regulation on the roads at the request of, or with the permission of the Board.

- G. The right of the Association to dedicate or transfer all, or any part, of the Common area property to any governmental or quasi-governmental agency, authority, utility, water management or water control district, subject, however, to the rights of the Members provided hereunder.
- H. The Restrictions contained on any plat filed with respect to all or any portion of the Property.
- I. All of the provisions of this Declaration, the Articles, and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.
- J. The Owners' easements of enjoyment shall be subject to easements, heretofore existing or hereby reserved over, through and underneath the Common Property, and the Lots, for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, telephone cables and other utilities. Easements for such utility services are reserved by the Association for all buildings and improvements which have been or may be constructed on the property, and the Association may grant specific easements to utility companies and to other Persons as may be reasonable necessary.
- K. The rights of other Owners, their family members, guests, invitees, licensees, employees, or agents, to use the Common Property in accordance with this Declaration.
- L. In case of any emergency originating in, or threatening the Property or any Lot, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the Property or such Lot, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

~~3.4. Use of Common Area by Mortgagee. Every Mortgagee shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and private streets and roads subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Article or otherwise contained in the Declaration or in any deed conveying such property to the Association, to the extent reasonably necessary to exercise the rights and remedies provided to such Mortgagee under its Mortgage.~~

- 3.5 **Title to Common Area.** Title to the Common Area shall vest and be held in the name of the Association.
- 3.6 **Annexation, Withdrawals, and Amendments.** The Board shall have the power to annex, withdraw, improve, and add to the Common Areas provided that such actions do not destroy the overall scheme of development.
- 3.7 **Access Easement of Mortgagee.** Every Mortgagee shall have a non-exclusive right and easement of ingress and egress over and in and to the Common Areas and private streets and roads subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Article or otherwise contained in the Declaration or in any deed conveying such property to the Association. Mortgagee access shall be strictly limited to the extent reasonably necessary to exercise the rights and remedies provided to such Mortgagee under its Mortgage and does not include access to the Bridle Path.

ARTICLE IV

ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

~~4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Property. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable Rules and Regulation as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall further be the primary entity responsible for monitoring and maintaining the Conservation Areas in accordance with the Preserve Area Management Plan and the Environmental Resource Permit. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles, and Florida Law.~~

4.1 Function of Association. *The Association shall be the entity responsible for management, maintenance, operation, and control of the Common Area within the Property. The Association shall be the primary entity responsible for enforcement of the Governing Documents and such reasonable Rules and Regulations as the Board may adopt. This is the new wording for section 4.1*

4.2 Architectural Standards. *The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration.*

4.3 Conservation, Preserve, Environmental Resource Permit. *The Association shall further be the primary entity responsible for monitoring and advising on the maintenance of the Conservation Areas in accordance with the Preserve Area Management Plan and the Environmental Resource Permit. If a Lot Owner fails to maintain the Conservation Area(s) located on their Lot, the Association will notice the Lot Owner of the forced maintenance of the Conservation Area, which will be performed by the Association due to the Lot Owner's failure to maintain the Conservation Area as required under this Declaration, at the cost of the Lot Owner. The Lot Owner will be responsible for the entire cost of the maintenance performed or cost incurred to the Association in addition to any fees, fines, expenses and any legal expenses or costs incurred due to the Lot Owner's failure to maintain the Conservation Area on their Lot. Any such charges shall automatically be added to the Lot Owners ledger as an individual assessment on the specific Lot without any vote or meeting being necessary. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles, and applicable Florida Law.*

- 4.4 ~~4.2~~ **Membership.** *The owner of the fee simple title of record of each Lot shall be a mandatory Member of the Association. Each Lot Owner shall become a Member of the Association upon acceptance of the deed to his Lot. As a Member of the Association, the Owner shall be governed by the Homeowners Documents; and shall be entitled to one (1) membership for each Lot owned. The votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of Membership may be exercised by a Member or the Member's spouse, and the Member's Single Family subject to the provisions of the Governing Documents and privileges of Membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The Membership rights of a Lot owned by a corporation, partnership, limited liability company, limited partnership, or other business entity shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary of the Association. Single family of the individual designated by the Lot Owner in a written instrument provided to the Secretary of the Association, Which Single Family may be designated only one (1) time per year.*

4.5 ~~4.2~~ Voting. The Association shall ~~have two (2) classes~~ *one class* of membership, Class "A" and Class "B", as follows:

~~A. Class "A" Members shall be all Owners except the Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Lot owned by such Member.~~

~~Where more than one (1) Person holds the interest in such Lot, the vote for such Lot shall be exercised as those Persons owning the Lot determine among themselves, and advise the Secretary of the Association prior to casting their vote. In the absence of such advice, the Lot's vote shall be suspended in the event that more than one (1) Person seeks to exercise it.~~

Voting. The Association shall have one class of membership. All Members shall be Lot Owners. Each Lot is entitled to one vote. Where more than one (1) Person or entity has an ownership interest in a Lot, the single vote for such Lot shall be exercised by an Owner-representative designated in writing by notice delivered to the Secretary of the Association. Any such voting representative must be the designated Single-Family representative designated under Section 4.4, above. In the absence of such notification to the Association, and in the event that more than one (1) vote is received for any such Lot; all such votes shall be disqualified. If only one (1) vote is received for a Lot, it shall not be necessary for written notice to be given to the Secretary of the Association. Proxies for any such Lot shall be signed by the designated voting representative to be valid.

~~B. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member shall be entitled to Seven (7) votes per Lot owned and, in addition, shall be entitled to appoint a majority of the Members of the Board during the Class "B" Control Period. The Class "B" membership shall terminate and become Converted to Class "A" membership on the Turnover Date.~~

ARTICLE V

GENERAL RIGHTS AND OBLIGATIONS OF THE ASSOCIATION **POWERS OF THE ASSOCIATION**

5.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall own, manage, and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep these in good, clean, attractive, and sanitary condition, order, and repair, consistent with applicable laws and regulations, this Declaration and the Community-wide Standard. *The expense of maintaining the Common Area shall be a Common Expense of the Association, subject to any restrictions set forth in this Declaration, conveying deed or other applicable instrument.*

Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. (previously 5.2)

~~5.2. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant may convey to the Association improved or unimproved real estate, the Stormwater Management System, the Conservation Areas located within the Property, personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in this Declaration or the conveying deed or instrument.~~

~~5.2~~ 5.3 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules governing the use of the Property, in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by the vote of Members representing ~~51% of~~ two-thirds (2/3) of the total voting interests ~~total Class "A" votes~~ in the Association, ~~and by the Class "B" Member, so long as such membership exists.~~

5.4 5.3 **Board of Directors.** ~~Implied Rights; Board Authority.~~ The Association may exercise any other right or privilege given to it expressly by this Declaration, *the Governing Documents, and all other powers established by Chapters 617 and 720 Fla. Stat (as they exist on the date of the recording of this Declaration) or reasonably implied from or reasonably necessary to effectuate any such right or privilege through the acts of the Board of Directors.* ~~or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.~~ Except as otherwise specifically provided in this Declaration, ~~the Bylaws, Articles, or any other Governing Document,~~ or by law, all rights and powers of the Association may be exercised by the Board ~~without~~

~~a vote of the Membership.~~

~~Governmental Interests. So long as the Declarant owns any property described on Exhibit "A", the Declarant may designate sites within the Property for fire, police, utility facilities, and other public facilities. The sites may include Common Areas.~~

The Association may designate sites within the Property for fire, police, utility facilities and other public facilities including but not limited to the Common Area. The Owners and Members agree to comply with all governmental requirements as a requirement of membership in the Association. A failure to comply with all governmental requirements shall be considered a failure to comply with the Association's Declarations, By-Laws, Rules and Regulations and may be enforced by the Association as set forth herein and in the By-Laws, Rules and Regulations of the Association.

5.5 Indemnification. The Association shall indemnify *and hold harmless* every officer, director, and committee member against all expenses, including ~~counsel~~ *but not limited to attorney fees and costs*, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then *existing* Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member *of the Association*.

The officers, directors, and committee members shall not be liable for any ~~action mistake of judgment, negligent or otherwise~~, to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association. The officers, directors, and committee members shall not be liable for any action taken in the course of his or her duty as an officer, director or committee member of the Association, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) ~~except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).~~ The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability ~~to others~~ on account of any such contract, commitment or action *except for those occasions where it is found that such liability was caused by the officer, director or committee members willful misfeasance, malfeasance, misconduct or bad faith*. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and directors' *'and committee members'* liability insurance to fund this obligation, if such insurance is reasonably available.

~~5.6~~ ~~5.7~~ Dedication of Common Areas. The Association may dedicate portions of the Common Areas to Martin County, Florida, or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

5.7 Security. The Association may, but shall not be obligated to, take certain measures to provide security within the Property. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR ~~either DECLARANT~~, SHALL BE DEEMED INSURERS OR GUARANTORS OF SECURITY OR THE SAFETY OF THE OWNERS, THEIR FAMILY MEMBERS, TENANTS, AND SOCIAL INVITEES *or guests* WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR DUE TO THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR

WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS LESSEES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ~~AND THE DECLARANT~~ *and the association* ARE NOT INSURERS OF THE FOREGOING, AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, IMPROVEMENTS, AND PERSONAL PROPERTY OF THE OWNERS RESULTING FROM ACTS OF THIRD PARTIES *or acts of God*.

5.8 Recycling Programs. The Board may establish a recycling program and recycling center within the Property and in such event, all occupants of Lots shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to

accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

5.9 Surface Water Rights. The Association shall have all rights to ground water, surface water, and storm water runoff within the Property. No Person or entity other than the Association and the South Florida Water Management District shall claim, capture, or collect rainwater, ground water, surface water or storm water runoff within the Property without prior written permission *and written consent* of the Association. The Association may establish programs for reclamation of surface water and storm water runoff for appropriate uses within the Property, and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practical. No Owner or occupant of a Lot shall have any right to be compensated for water claimed or reclaimed from Lots. The ~~Board~~ Association, *through its Board*, shall also have the right to establish restrictions on the use of surface water within the Property. Lakes, canals, and other open surface waters with the Property are designed as water retention and stormwater management areas and are not designed solely as aesthetic features. From time to time, low ground water elevations or drought conditions may cause canals, and other water management areas to recede.

ARTICLE VI

GENERAL MAINTENANCE RESPONSIBILITIES

~~6.1.~~ 6.1 Association's ~~Responsibility~~.

A. **ASSOCIATION**. The Association shall maintain and keep in good repair all areas of Trailside which are not the maintenance obligation of the individual Lot Owners, as provided in this Declaration and ~~related~~ *Governing* documents, including, the Common Areas; Conservation Easements; Conservation Buffer Easements and other Conservation Areas (as more particularly set forth in Section XIX); drainage areas and easements; drainage canals and other drainage facilities, irrigation facilities and pumps; perimeter walls or fences; bridges, Bridle Paths, water features; Surface and Stormwater Management System (as more particularly set forth in Section ~~XX~~ XIX); road and identification signage, including Stormwater Management system and Conservation Area signage; certain drainage and irrigation facilities; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area.. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all Roads and rights-of-way; all *perimeter* plantings and sod ~~sodding of such rights-of-way; and all perimeter plantings and sod~~. The Association's responsibility to maintain the drainage facilities, canals, and Stormwater Management System shall include, without limitation, those responsibilities and obligations of Box Ranch of Martin County, LTD, a Florida Limited Partnership, as more particularly set forth in that certain Drainage and Irrigation Easement Agreement, recorded in Official Records Book 1183, Page 1159, the public records of Martin County, Florida, and such other covenants, terms, conditions, and agreements recorded in the public records of Martin County, Florida, which have been ~~or shall be~~ assigned to the Association.

B. ~~Unless otherwise provided herein, the maintenance costs to the Association shall be assessed equally among the Owners, as part of the Common Expenses pursuant to the provisions of this Declaration.~~

6.2 Costs as Common Expense. *Unless otherwise provided herein, the maintenance costs to the Association shall be assessed equally among the Lots, as part of the Common Expenses pursuant to the provisions of this Declaration*

C. 6.3 The Association may maintain property which it does not own, including, without limitation.

property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. *The Association may, but shall not be obligated to, engage in forced maintenance (self-help) for those Lots where Owners are not properly maintaining said Lot. In such event, the Association shall provide fourteen (14) days' notice to the offending Owner, as set forth in this Declaration, Governing Documents, and any applicable instrument governing Trailside, at the same address to which notices are mailed (or emailed) to the Lot Owner in the Association's official records that the Association. Upon expiration of said notice, if the Lot Owner has failed to cure, the Association may proceed and the cost of said forced maintenance shall be borne solely by the individual Owner as an individual assessment against the offending Owner's Lot, which charge shall automatically be placed on the Lot Owners ledger without the need for any further meeting or vote. (This has been policy for years and has always been allowed by statute)*

6.2. 6.4 Owner's Responsibility. Each Owner shall, at their sole cost and expense, maintain their own Lot, structures, parking areas, landscaping, swales and drainage areas lying or required within the Lot boundaries, certain Lot related portions of the Stormwater Management System (as more particularly set forth in Section ~~XX~~ XIX), and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard, all applicable covenants, and subject to the provisions of this Declaration regarding Architectural Control Committee approval.

6.5 ~~6.4~~ **Failure to Maintain.** If any Owner fails to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, upon reasonable notice to the Owner *as set forth in Section 6.3 above,*, except in the event of an emergency *in which case no notice shall be required,* to enter upon the Lot to make such repairs or perform said maintenance, and all costs incurred by the Association shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment *automatically added to the Lot Owner ledger,* and shall constitute a lien on the Lot, enforceable in the same manner as other Assessments as set forth in this Declaration. Notwithstanding the foregoing, the Association shall be obligated to maintain all portions of the Stormwater Management System located within the boundaries of each Lot in the event that the Lot Owner fails to do so, and nothing contained in the foregoing shall be construed to relieve the Association of this obligation *to perform the maintenance but in such event the charges shall be passed on to the Lot Owner as an Individual Special Assessment and automatically added to the Lot Owner's ledger as set forth above.* .

ARTICLE VII

EASEMENTS

7.1. **Easements for Owners.** ~~The Declarant~~ *Association, subject to all limitations contained in the Declaration and Governing Documents,* hereby grants a perpetual non-exclusive easement to the ~~Association, and to~~ the Lot Owners, their families, guests, invitees, licensees and lessees upon, and to Mortgagees, over, and across the bicycle/pedestrian paths, Bridle Paths, sidewalks, walkways, rights-of-way and other Common Areas. ~~The Declarant hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of Trailside for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.~~ *This easement is for purposes of ingress and egress, or with respect to the Bridle Path, the right to access it to go across it to the nearest point on the other side from the point of entry and does not constitute a use right in the Bridle Path.*

A. **Maintenance.** *There are hereby reserved to the Association, and their respective assignees and designees, access and maintenance easements upon, over, across, and under all of the*

Property to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Roads, bicycle/pedestrian paths, Bridle Paths, walkways, sidewalks, lakes, Conservation Easements, Conservation Buffer Easements, irrigations systems, drainage systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable tv, or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Association owns or within easements designated for such purposes on recorded plats of the property.

~~7.2. Easements for Utilities.~~ B. Utilities

~~A. There are hereby reserved to the Declarant, so long as the Declarant owns any property described in Exhibit "A", the Association, and their respective assignees and designees, access and maintenance easements upon, over, across, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Roads, bicycle/pedestrian paths, Bridle Paths, walkways, sidewalks, lakes, Conservation Easements, Conservation Buffer Easements, irrigations systems, drainage systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable tv, or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plats of the Property.~~

~~B. The Declarant~~ *The Association* hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing Trailside, upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located, for ingress, egress, installation,

replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable tv, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes, and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Common Areas, providing such company restores any disturbed area substantially to the condition existing prior to their activity. Notwithstanding anything to the contrary contained in the foregoing, no utility service line or system may be installed or relocated within the Common Areas without the consent of the Association. Notwithstanding anything to the contrary contained in the foregoing, no utility easement and no utilities shall be located or placed within any Conservation Easement or Buffer Management Easement.

C. Underground Utilities. Notwithstanding anything to the contrary contained in this Article VII,

electricity, cable TV, or communication lines and systems serving any Lot or property located within Trailside shall be installed underground. No overhead lines shall be permitted. Each individual Lot Owner shall be solely responsible for obtaining connections from primary utility systems servicing Trailside to such Owner's Lot.

7.3. ~~7.2 Easements for Encroachments.~~ The ~~Declarant~~ Association hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon any Lot, **as a** result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Stormwater Management System or the Conservation Areas, without the written consent of the South Florida Water Management District and Martin County, Florida. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge, and consent of, an Owner, occupant or the Association

~~7.4. Easements to Serve Other Property. The Declarant hereby reserves for itself, and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of other property owned by the Declarant its successors and assigns, whether or not such other property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for the development of such property, the construction of roads, the construction of drainage facilities, and for connecting and installing utilities on such property. Declarant further agrees that if the easement is exercised for any permanent use or access to such property, and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway or drainage facility owned by the Association and serving such property.~~

7.5. ~~Easements for Drainage.~~ Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property, or from other property owned by the ~~Declarant~~ Association; provided, however, no Person may alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property.

7.6. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to this Declaration, and to otherwise ensure compliance with this Declaration, *Governing Documents*, any Subsequent Amendment, the Bylaws, and the Rules and Regulations, which right may be exercised by any member of the Board its officers, agents, employees, and managers; and all policemen, firemen, emergency medical personnel, and similar emergency personnel in the performance of their duties. Except in the event of an emergency, entry shall only be during-

reasonable hours and after reasonable notice to the owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may, in the Associations sole discretion, increase the risk of fire or create such other safety hazard, but shall not include the right of entry into any single family dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

ARTICLE VIII

ASSESSMENTS

~~8.1. Creation of Assessments. There are hereby created two types of Assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Association, and (b) Special Assessments as described in paragraph 8.3. below.~~

This replaces 8.1

There are hereby created three (3) types of Assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Association, and (b) Special Assessments as described in section 8.3. below, and Individual Assessments, as described section 8.3(C). Unless specifically provided otherwise in this Declaration, Base Assessments shall be levied equally on all Lots. Special Assessments shall be levied as provided in section 8.3. below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay these Assessments.

A. Unless specifically provided otherwise in this Declaration, Base Assessments shall be levied equally on all Lots. Special Assessments shall be levied as provided in paragraph 8.3. below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay these Assessments.

B. The Association shall, within a reasonable time upon demand, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed ~~Fifty (\$50.00) Dollars~~ *The amount set forth in Fla.Stat. 720.30851 as it may be amended from time to time* for the issuance of such certificate.

~~C.~~ Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquent Members. Unless the Board otherwise provides, the Base Assessments shall be payable not less frequently than quarter-annually in advance. Base Assessments shall be billed on the fifteenth day of December, March, June, and September of each year for Assessments due and payable on the first day of January, April, July, and October, respectively of each year. Assessments not paid by the due date will incur late charges ~~as determined by the Board in an amount set forth in Fla.Stat. 720.3085 as it may be amended from time to time~~ and shall bear interest from the due date at the amount set forth in Fla. Stat. 720.3085.

D. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution, abatement, or set-off of any Assessment shall be claimed or allowed

by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, or for inconvenience or discomfort arising from repairs or improvements undertaken by the Association, or arising **as a** result of any action undertaken by the Association in order to comply with any law or ordinance, or any order or directive of Martin County, Florida, the State of Florida, or other authority having jurisdiction over the Property.

~~E. So long as the Declarant owns any property within Trailside, the Declarant's obligation for payment of Assessments of any kind shall be limited to the difference between the amount of Assessments levied by the Association, and the amount of actual expenditures required to operate the Association during~~

~~the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Assessments. This provision shall not be amended without the consent of Declarant.~~

8.2. Computation of Base Assessments. At least sixty (60) days before the beginning of the fiscal year, the Board shall prepare a budget to determine the estimated costs of operating the Association during the upcoming year. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting of the Members, by a vote of the Members, or their alternates representing at least a majority of the total Class "A" vote of the Association ~~and the vote of the Class "B" Member, if such exists.~~ There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect shall continue for the upcoming year.

The budget may include, without limitation, the following listed line items:

A. All expenses necessary to maintain the Common Areas in accordance with the requirements of this Declaration, including, without limitation, such Common Area expenses as: maintenance of the roads, the surface and stormwater management system, irrigating, grass cutting, trimming, fertilizing, pest control, and the like; in a manner consistent with the Community-wide Standard. All charges levied for utility services to the Common Areas, whether supplied by a private or public entity, including, without limitation, all charges for water, electricity, telephone, sewer, cable tv, and any other type of utility or service charge.

B. All expenses necessary to monitor and maintain the Conservation Areas, including the Conservation Easements and Conservation Buffer Easements in accordance with the requirements of this Declaration, the Preserve Area Management Plan, the South Florida Water Management District Environmental Resource Permit, and the Permit Staff Report. The expenses necessary to monitor and maintain the Conservation Areas shall not be allocated equally among Lot Owners, rather, such expenses shall be levied against each Lot according to the actual expenses incurred for maintaining and monitoring the Conservation Areas for that Lot.

C. The premiums on any policy or policies of insurance required by law or under this Declaration, together with the costs of such other policies of insurance, as the Board, ~~with the consent of the Lot Owners at any meeting thereof,~~ shall determine to be in the best interest of the Association., *including the premium on general liability insurance for the officers, directors and committee members of the Board as set forth in Article V, Section 5.6 of this Declaration.* As well as all expenses necessary to retain a lending institution in Martin County, Florida, having a trust department to act as "Insurance Trustee", who may be named as an additional loss payee under such policies. The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, distributing proceeds of such insurance, assisting in the reconstruction of improvements paid for from insurance proceeds, and performing such other functions as shall be agreed upon.

D. The costs of operating the Association, including any secretaries, bookkeepers and other

employees necessary to carry out the obligations and covenants of the Association under the Declaration,

including the collection of Assessments. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations *or rights* of the Association hereunder, *including but not limited to forced maintenance of Lots and Maintenance of the Common Area*. The fees or costs of any management company or contractor so retained shall be deemed an Association expense to be paid through Assessments.

E. All taxes levied or assessed upon the Common Areas by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Areas, including any interest penalties and other charges which may accrue on such charges.

~~F. The costs to the Association to indemnify and save harmless the Declarant Association's officers, directors and committee members or former officers, directors and committee members for those actions of said, officers directors and committee members performed during active duty for the Association as more specifically set forth in Article V, Section 5.6 of this Declaration. from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, and from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought in connection therewith. Included in the foregoing provisions are any expenses incurred by the Declarant in connection with any action or proceeding brought for the purposes of enforcing the rights of the Declarant or Association thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in the Declaration.~~

~~Included also is the cost to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Declarant in accordance with such paragraph. Any such Association expense shall be reallocated among the Lot Owners and not the Institutional Mortgagees.~~

~~G. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other common expenses (the "Capital Contributions") in the amounts determined proper and sufficient by the Board. Each Owner acknowledges and understands that Capital Contributions are the exclusive property of the Association, and that no owner shall have any interest, claim, or right to any such Capital Contributions. The Association shall be responsible for maintaining the Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.~~

8.3. Special Assessments.

~~A. The Association may levy a Special Assessment or Special Assessments; provided, such Assessment shall have the affirmative vote or written consent of Members or their alternates representing at least fifty one (51%) percent of the Class "A" vote in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines~~

A.

The Association may levy a Special Assessment or Special Assessments; provided, any such special assessments exceeding \$100,000 in the aggregate for any one item in any one calendar year shall require the affirmative vote or written consent of a majority of those present in person or by proxy at a duly noticed meeting at which a quorum of then eligible voting Members has been obtained.

The foregoing limitation shall not apply to a special assessment required for purposes of insurance coverage.

Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved if the Board so determines.

B. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of

insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair shall be a Common Expense for which the Association shall levy a Special Assessment against all Lot Owners to obtain the funds necessary to pay for such repair. The Association shall deposit these funds together with all insurance proceeds, with the Insurance Trustee, until such time as they are paid to cover the cost of such repairs.

~~€. Individual Assesement. The Association may also levy a Special Assessment against any Member in order to reimburse the Association for costs incurred in connection with the enforcement against the Member of any provision of the Declaration, any Amendments thereto, the Articles, Bylaws, and the Rules and Regulations. For costs and legal fees incurred in connection with the enforcement against the Member of any provision of the Declaration, any Amendments thereto, the Articles, Bylaws, and the Rules and Regulations, including, but not limited to, forced maintenance due to the Owner's failure to maintain the Owner's Lot or failure to comply with any governmental or municipal restriction or regulation as set forth in this Declaration. Forced Maintenance assessments are levied in accordance with Article VI, and are automatically added to the Lot ledger.~~

~~8.4. Date of Commencement of Base Assessments. The Base Assessments provided for herein shall commence as to each Lot at the time of conveyance of the Lot by the Declarant to the Owner. Assessments shall be due and payable in a manner and on such schedule as determined by the Board of Directors. The first Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments Commence on a Lot.~~

~~8.5. 8.4 Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, is a valid and pre-existing lien and shall relate back and be effective from the date of the recording of the original declaration as against all interests which are not first mortgagees of record. Provided however, that as the first mortgages of record, which are recorded prior to the Association's claim of lien, the lien shall be effective as of the date actually recorded in the public record.vThe lien shall have the priority set forth in Fla. Stat. 720.3085 as it may be amended from time to time. The Sale or transfer of any Lot shall not affect, impair, or extinguish the Assessment lien, however, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure, or deed in lieu of foreclosure of a first mortgage, shall result in the transferee and the Lot remaining liable as set forth in Fla. Stat. 720.3085. Any transferee shall pay those amounts within thirty (30) days of transfer of title. No sale or transfer shall relieve such Owner from lien rights for any Assessment thereafter becoming due. shall be subordinate to the lien of any Institutional Lender holding a first mortgage upon any Lot as provided in this Declaration (an Institutional Lender who holds a first mortgage is sometimes referred to hereafter as "First Mortgagee"). The sale or transfer of any Lot shall not affect, impair, or extinguish the Assessment lien, however, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure, or deed in lieu of foreclosure of a first mortgage shall extinguish the lien of such Assessments as to charges which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot. In such event, the unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from the Owners of all the Lots, including such purchaser, its successors and assigns.~~

8.6. Exempt Property. Notwithstanding anything to the contrary contained in this Declaration, the Articles, Bylaws, and Amendments thereto, the following property shall be exempt from the payment of Base

Assessments and Special Assessments:

- A. All Common Areas; and
- B. All property dedicated to and accepted by any governmental authority or public utility.

ARTICLE IX

ESTABLISHMENT AND ENFORCEMENT OF LIENS

9.1. Lien for Assessments. All Assessments authorized in this Declaration, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land, and shall be

a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and any subsequent ~~grantee title holder~~ shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, ~~except no First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment. For purposes of the foregoing, the Association is not a title holder and the joint and several liability shall attach to the last owner prior to the Association.~~

~~9.2. Effective Date of Lien. Said lien shall relate back and be effective only from and after the time of recording of a written, acknowledged statement by the Association which sets forth the amount due to the Association, in the public records of Martin County, Florida effective from the recording of the original declaration in the public records of Martin County. The lien for unpaid Assessments is superior to all other liens and interests thereafter recorded, except for the following: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record recorded prior to the Association's claim of lien. Upon full payment of all sums secured by the Association lien and costs and fees accrued in connection therewith, the Association shall execute a Satisfaction of Lien in a form which may be recorded in the public records of Martin County, FL : Upon recording, the Association shall have a perfected lien for unpaid Assessments prior to and superior to all other liens, except for the following: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record made in good faith and for value. Upon full payment of all sums secured by the Association lien and costs and fees accrued in connection therewith, the Association shall execute a Satisfaction of Lien in a form which may be recorded in the public records of Martin County, Florida.~~

~~9.3. Rights of First Mortgagees. When any First Mortgagee obtains title to a Lot as a result of a foreclosure of Mortgage, or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, their successors and assigns, shall not be liable for the Assessments pertaining to such Lot or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed (or assignment) in lieu of foreclosure, unless such Assessments are secured by a Claim of Lien and recorded prior to the recording of the Mortgage. Any unpaid Assessments which are subordinate or junior to any such Mortgage shall be deemed to be Assessments collectable from all Lots. Shall, pursuant to Fla. Stat. 720.3085, be responsible for the lien of such Assessments as set forth in the statute. Any unpaid Assessments which are not collectible from the First Mortgagee shall remain due from the delinquent owner whose caused the foreclosure.~~

9.4. Remedies. In the event any Owner shall fail to pay his or her Assessments within ~~(15)~~ (10) days after the same becomes due, the Association, through its Board, may exercise any of the following remedies:

~~A. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.~~ The entire amount of any Assessments for the next 12-month period at the then-current assessment rate shall automatically be accelerated. This acceleration shall automatically roll over as each successive quarter passes its regularly scheduled date. Any incremental increase in the assessment rate shall automatically be added to the accelerated amounts as they occur.

B. To advance funds on behalf of the Owner. The funds so advanced,

including reasonable attorneys' fees and expenses, and the cost to borrow funds, if necessary, incurred in connection with such advance, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association in the same manner as any other Assessment.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessments, together with interest at the highest rate allowable by law, costs and attorneys' fees, without thereby waiving any lien rights or rights of foreclosure by the Association.

E. All payments received shall be allocated in the order mandated by Fla. Stat. 720.3085 as it exists on the date of the recording of this declaration. For purposes of the foregoing, allocation of a payment to attorney fees and costs incurred in collection, shall include both pre-judgment and post judgment attorney fees and costs and includes all attorney fees and costs incurred by the Association in any action in which the Association was joined by a lender who filed a claim against a Lot Owner by reason of the Lot Owner failing to pay their mortgage. The foregoing also includes all assessments and all fees and costs which accrue up to the date a certificate of title issues from the foreclosure action including post judgment assessments for both regular assessments and forced maintenance and post judgment attorney fees accruing between judgment and the issuance of the Certificate of Title.

The foregoing remedies shall be in addition to any rights or remedies now or hereafter provided by law or equity, and all rights and remedies shall be cumulative and not exclusive of each other.

9.5. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the right to bid on and purchase any Lot at any foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. *Any revenue from lease or sale of any such lot shall be considered general revenue and shall not inure to the benefit of the lot's ledger or operate to reduce the joint and several liability of any party taking title thereafter with regard to unpaid amounts due from the owner prior to the Association.* Any action to recover a money judgement for unpaid Common Expenses, together with all charges and expenses incurred in connection therewith, including attorney's fees *and costs* shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE X

INSURANCE

10.1. Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, if any, from casualty losses, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. The coverages for casualty losses will EXCLUDE the following: (i) Land, (ii) foundations, (iii) excavations, and (iv) other items that are usually excluded from insurance coverage.

B. The coverage for casualty losses shall INCLUDE, where applicable, the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsements;

(iii) Agreed Amount and Inflation Guard Endorsements, if available;

(iv) A standard Mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and/or assigns.

C. When permissible, all policies of insurance shall waive the insurer's right to:

(i) Subrogation against the Association and the Owners, collectively and individually;

(ii) Pay only a fraction of any loss in instances where other insurance carriers have insured the same risk;

(iii) Avoid liability for losses caused by an act of the Board, its members, or the Owners, collectively and individually.

D. In addition, the policy shall provide *that*:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The policy shall be primary, even if an Owner has other insurance that covers the same loss; and

(iii) The named insured shall be the Association for the use and benefit of the Lot Owners. The "loss payable" clause shall show said Association or the designated Insurance Trustee as the trustee for each Owner and each Owner's Mortgagee.

10.2. Reconstruction and Repair of Common Area improvements after Casualty.

A. Under ordinary circumstances Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board shall determine whether to repair or reconstruct and the Owners shall be bound by this determination. The Association shall have the right to specially assess all Members of the Association for the cost to comply with this paragraph in the event insurance proceeds, if any, are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph.

B. The intent of these provisions is to ensure, to the greatest extent possible, that the Community-Wide Standard is maintained by requiring the Association to repair damage to Common Areas and Association Property as soon as possible after any casualty. All reconstruction and repairs shall be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the Board.

10.3. **Public Liability Coverage.** The Association shall maintain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any Person for injuries incurred in connection with the ownership, operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured by such policies. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non- owned and hired automobiles, and liability of hazards related to the usage thereof. In addition, the coverage shall include protection against liability that results from actions related to employment contracts to which the Association is a party. All such policies shall name the Association, ~~and the Declarant~~ as *an* additional insured parties, party. The original policies of insurance shall be held by the Board or in the office of the Insurance Trustee.

10.4. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds or Fidelity Insurance covering officers, directors, employees and other persons responsible for handling Association funds. Said Fidelity Bonds or Insurance shall meet the following requirements.

A. All such Fidelity Insurance or Bonds shall name the Association as an obligee;

B. Such Fidelity Insurance or Bonds shall be written in the amount equal to at least 150% of the total of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association *of persons who serve without compensation from any definition of "employee" or a similar expression*;

~~C. Such Fidelity Insurance or Bonds shall contain waivers of any defense based~~

~~up~~

~~of persons who serve without compensation from any definition of "employee" or a similar expression;~~
Such insurance or bonds shall provide that they may not be canceled or substantially modified (including Cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice to the insured.

~~D. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including Cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice to the insured.~~ Now is item C

10.5. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Plan Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance program.

10.6. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

10.7. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for the Members, and shall also include Institutional Mortgagees who hold Mortgages upon Lots covered by the policy, whether or not the Institutional Mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

10.8. Premiums. Premiums on policies purchased by the Association shall be paid as a Common Expense. However, if the amount of a premium is increased because a Lot or its appurtenances is misused or abandoned, then the Owner of such Lot shall be liable for the amount of such increase. The Association will furnish evidence of premium payment to each Institutional Mortgagee upon request.

10.9. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and their Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee, or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the foregoing in accordance with the provisions of this Declaration and the following:

A. An undivided share for each Lot Owner, that share being the same as such Owner's undivided share in the Common Expenses.

B. In each and every instance in which a mortgagee endorsement has been issued, the share of the Owner of the encumbered Lot shall be held in trust for the Mortgagee and such Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine, or participate in the determination, as to whether or not any such Lot shall be reconstructed or repaired, unless provided by the terms of the Mortgage, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the Mortgagee.

~~10.10. First Mortgagees. This Article is additionally for the benefit of First Mortgagees of Lots and may not be amended without the consent of all such Mortgagees.~~

~~10.11.~~ 10.10 Policy Cancellation. All insurance policies purchased by the Association shall

er to

Require the insurer to provide written notice to the Association or the designated Insurance Trustee, if any, and each first mortgagee named in any Mortgage clause, at least 10 days before it cancels or substantially changes the coverage.

10.12. Association as Agent. The Association is irrevocably appointed agent for each Lot Owner and for each Mortgagee or other lien or of a Lot, and for each owner of any other interest in the property, for the purpose of adjusting claims arising under insurance policies purchased by the Association, and also for the purpose of executing releases upon the payment of claims.

ARTICLE XI

ARCHITECTURAL CONTROL

~~11.1. Architectural Control Committee. The function of the Architectural Control Committee ("ACC") is to ensure that all structures and improvements or modifications thereto, are designed and constructed in compliance with the requirements set forth below. The Board shall have the authority and standing, on behalf of the Association, to enforce the decisions of the ACC. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any property subject to this Declaration or subject to annexation to this Declaration.~~

No changes to the exterior of any parcel shall be made without prior written approval of the Architectural Control Committee ("ACC"). The Board of Directors shall have the authority to enforce the decisions of the ACC.

~~11.2. Community-Wide Standard. The ACC shall regulate the design, construction, and appearance of all Property improvements to best preserve and enhance property values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and in order to ensure compliance with the Community-Wide Standard; provided, however, that nothing contained in this Declaration shall give the ACC the authority to regulate or control the design, construction, or maintenance of improvements by the Declarant.~~

A. The Community-Wide Standard adopted by the ACC shall incorporate and encourage the use of measures to maximize the conservation of energy through design, siting and orientation of buildings, the use of sunlight, wind and shade of natural vegetation to cool, ventilate and light development, and the installation of energy efficient heating and cooling equipment and building materials.

11.3. General Provisions.

~~A. The Architectural Control Committee ("ACC") shall consist of two (2) or more persons. The initial members of the ACC shall be Clifford F. Burg and James A. Burg. The ACC members shall be appointed by the Board of Directors and shall hold office until the earliest of either of the following dates: 1) the date the member resigns or is removed, or 2) one year from the date the member took office. The initial members shall hold office until the Turnover Date, unless otherwise provided by the Declarant. Thereafter, each new member shall be appointed by the Board. Members of the ACC shall hold office until the earliest of either of the following dates: 1) the date the member resigns or is removed, or 2) one year from the date the member took office. Notwithstanding anything to the contrary contained herein, each and every member of the ACC may be removed, with or without cause, in the sole and absolute discretion of the party who appointed said member Board of Directors.~~

The ACC shall meet from time to time as necessary to perform its duties hereunder.

B. The address of the ACC shall be the principal office of the Association as
Designated by the

~~Board. Such address shall be the location for the submission of plans and specifications and the location where the architectural standards, if any, shall be kept. The architectural standards, if any, shall be kept in the Association's official records.~~

~~€.~~ Application for architectural change shall be made *in writing on forms approved by the Board of Directors and any additional forms prepared by the ACC.* ~~by the applying Owner on forms prepared by the ACC.~~ The completed application together with all plans and specifications as well as any security damage deposit fee required shall be submitted and made payable to the ACC Association. Such security deposit may include such amounts as are necessary to complete the work in the event the Lot Owner fails to do so. ~~Decisions of the ACC shall be forwarded in writing to the applying Owner.~~

- Any Architectural application shall include a minimum security deposit of \$1000.00, made payable to the Association at the time the application is submitted.
- The ACC, in its discretion, may require an additional security deposit as part of any approval to be paid prior to commencement of the work when, in the scope of its business judgement, the scope of the project requires it. Failure to pay said security deposit(s) shall be deemed an automatic withdrawal of any application to make changes and the work shall not commence.
- Should the homeowner fail to complete the project in accordance with an approved project or fail to restorer damage caused during the course of the project to any portion of the common area or an adjacent owner(s) property, including but not limited to, landscaping, sod, plantings, trees, sidewalks, driveways, drains, or irrigation, within seven (7) days of completion of the project, the Association, through its Board of Directors, may, but shall not be required to, use the security deposit to complete the repairs or the work as may be applicable.
- If the Association exercises its option to use the security deposit, it shall provide the homeowner a written notice of this intent and shall provide fourteen (14) days to cure issue. Should the homeowner cure the deficiency within the time frame allotted, the security deposit shall not be used.
- In the event, the Association's costs exceed the security deposit then on deposit, said costs shall be an individual assessment on the homeowner's lot, shall automatically be placed on the lot's ledger, and shall be collectible in the same manner as regular assessments.
- Any unused security deposit funds, or unused portion thereof, which remain at the conclusion of the project, after verification by the Association that no further issues remain, shall be returned to the homeowner.

~~11.4. Failure to Approve.~~ In the event the ACC fails to approve, modify, or disapprove an application within thirty (30) days after plans and specifications have been submitted, in accordance with its adopted policies and procedures, ~~approval shall be deemed granted.~~ The applicant may then make a written request for approval from the Board of Directors.

11.5. ~~Rejection of Plans and Specifications.~~ **Rejection of Plans/Appeal.** In the event plans and specifications the application is not approved. ~~submitted to the ACC are not approved,~~ the party or parties making such submission may appeal the decision of the ACC by submitting a written appeal to the Board not more than thirty (30) days following the final decision of the ACC.

- A. ~~Thereafter, the Board shall have forty five (45) days to review the appeal and render its decision. The Board may reverse or modify the decision of the ACC by a majority vote of the Board. The failure of the Board to render a decision within the forty five (45) day period shall be deemed a decision in favor of the appellant. Thereafter, the Board shall have forty-five (45) days to review the appeal and render its decision.~~

- B. The Board may reverse or modify the decision of the ACC ~~by a majority vote of the Board.~~
Or may request additional information from the Applicant. -
- C. *The Board, by written notice, may further extend the period to render a decision an additional forty-five (45) days.*
- ~~D. The failure of the Board to render a decision within the forty five (45) day period shall be deemed a decision in favor of the appellant. The Board shall have the power to issue a conditional approval, if, in the Board's business judgment, a conditional approval is appropriate.~~
- ~~E. No failure of the Board or the ACC to act shall operate as an approval. Nor may any communication, regardless of the format, operate as an approval other than a fully executed and notarized approval on the official form bearing the Association's signature.~~
- ~~F. Any applicant aggrieved by a denial may seek redress through Fla. Stat. 720.311.~~

11.6. Conditions.

A. **Site-Preparation.** ~~No pre-construction site preparation or permit applications, including, but not limited to, , which term shall include, without limitation,~~ staking, clearing, excavation, grading and other site work; plantings, or removal of plants, trees, or shrubs shall ~~take place~~ *be done* except in strict compliance with this Article, until the requirements of this Article have been fully met, and until approved *in writing* by the ACC.

B. Improvements.

No construction of improvements (including without limitation, dwellings, garages, sheds, pools, saunas, spas, jacuzzis, screen enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, painting, or other work shall be erected, constructed, affixed, placed, or altered on any Lot until the proposed plans and specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. The rejection of plans and specifications is within the sole discretion of the ACC and may be based solely upon aesthetic conditions. ~~One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint any improvement in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel or paint the interiors of any previously approved dwelling or structures Lot.~~

- C. *One (1) copy of all plans and specifications shall be furnished to the ACC for its records. **Wording has not changed, only location.***
- D. *No permission or approval shall be required to repaint any improvement in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel or paint the interiors of any previously approved dwelling or structures ~~to~~ where applicable, to the Road Reserve contribution contained in subsection K below*

E. No additional plantings shall be permitted on that portion of any Lot, which may be maintained by the Association *or in the Common Areas*, except as may be approved by the Association.

F. ~~Unless specifically excepted by the ACC,~~ all improvements shall be completed within twelve (12) months from the date of commencement of said improvements.

- *The Board of Directors may extend the period upon a written request submitted in writing prior to the expiration of the time frame, provided that the request is due to unforeseen delays that are both, (i) beyond the control of the Applicant and (iii) the result of governmental permitting and inspection delays, or due to a catastrophic weather event such as a hurricane or tornado.*
- *Lack of diligence by the project owner, either in completing the project or addressing permitting and inspection delays, shall not be a cause for extension.*

~~G. No construction requiring the approval of the ACC shall be commenced unless and until a refundable debris deposit of \$1,000.00 has been delivered to the Association. The debris deposit may be used to repair any damage to the common areas caused by said construction. In the event the cost of said repairs~~

exceeds \$1,000.00, the Owner shall pay the difference to the Association within ten (10) days after written notice by the Association. Any excess debris deposit shall be returned to the Owner upon completion of the repairs.

H. **G. No Waiver.** No approval by the ACC or the Board of Directors, ~~whether by affirmative action of the ACC or failure of the ACC to reject an application within the applicable time period,~~ shall be deemed a waiver of any right to withhold approval with respect to subsequent amendments, modifications or supplements to the original plans and specifications, or with respect to similar plans and specifications.

I. ~~H.~~ All construction, alterations, and other modifications shall also be subject, independent of these provisions, to all applicable governmental, regulatory, and administrative laws, ordinances, rules, regulations, orders, and decrees.

J. ~~I.~~ All construction and other site improvements shall utilize best management practices to prevent the discharge of turbid or otherwise polluted water or sediment into Conservation Areas.

K. ~~J.~~ All enclosed structures must contain ~~interior sprinkler~~ Fire Supression systems in accordance with applicable local fire safety codes, rules and regulations.

L.K. Prior to the issuance of a building permit for the construction of improvements on any Lot, the Owner must first obtain the required permits from the South Florida Water Management District for the construction of the Lot related Stormwater Management System and thereafter construct said stormwater management improvements as more particularly set forth in Article ~~XX~~ XIX

M. **L. Road Reserve.** *All projects, regardless of whether or not approval is required by the ACC, where the project includes the use of any heavy equipment, includiinig but not limited to semi-trucks, dump trucks, excavators, cement trucks, bobcats, backhoes, bulldozers, supploies and materials delivered to the site on pallets, or other similar items shall include a Two hundred fifty & 00/100 Dollars (\$250.00) contribution to the Roads reserve fund to compensate for excess wear and tear on the Roads. The Board in its reasonable discretion may require an increased contribution based on the intensity of the wear and tear on the Roads attributable to Owner's project.*

11.7. Variances. The ACC may authorize variances, *when in the Board's business judgment, rare and unusual considerations unique to the lot in question (that are not present on any other lot) require it, but then only in accordance with adopted Rules and Regulations.* ~~compliance with any of the provisions of the architectural standards, when factors such as topography, natural obstructions, hardship, aesthetics, or environmental considerations require, but then only in accordance with adopted Rules and Regulations. and only when under unique circumstances.~~ For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; ~~or the terms of any financing shall not be considered a hardship warranting a variance.~~ *The characteristics of the lot at the time or purchase, or the terms and conditions of any financing or insurance underwriting, shall not be considered a hardship warranting a variance in .* ~~The granting of a variance shall not operate as a waiver of any of the terms and conditions of this Declaration as amended or supplemented from time to time, nor shall it affect the Owner's obligation to comply with all applicable governmental, regulatory, and administrative laws, ordinances, rules, regulations, orders, and decrees. Notwithstanding anything to the contrary contained in the foregoing, no variance authorized hereunder shall be effective unless approved by the Board writing.~~

A. The granting of a variance shall not operate as a waiver of any of the terms and conditions

of this Declaration as amended or supplemented from time to time, nor shall it affect the Owner's obligation to comply with all applicable governmental, regulatory, and administrative laws, ordinances, rules, regulations, orders, and decrees.

- B. Notwithstanding anything to the contrary contained in the foregoing, no variance authorized hereunder shall be effective unless approved by the Board *in writing nor shall it be grounds for any other lot owner to seek a similar variance or create a selective enforcement defense.*

11.8. Inspection of Work. Any work undertaken pursuant to these provisions shall be inspected by the ACC as follows:

A. Upon completion the Owner shall provide the ACC with written notice that the work is completed and ready for inspection by the ACC. *The notice to the ACC for an ACC inspection shall be prior to any application for a final inspection by the permitting authorities and, where applicable, prior to application for a Certificate of Occupancy, ("C/O") to ensure that the project has been completed as represented in accordance with the application and approval issued by the Association prior to closing of any permits or issuance of a CO*

~~B. Within ten (10) days thereafter, the ACC or its duly appointed representative, shall inspect the improvement. If the ACC concludes that such work was not completed substantially in accordance with the approved plans and specifications, it shall provide written notice to the Owner within said ten (10) days noting each and every deficiency with particularity and requiring the Owner to remedy such deficiencies. If for any reason the ACC fails to notify the Owner within ten (10) days of receipt the Owner's notice of completion, the improvement shall be deemed completed in accordance with the approved pla~~

If the ACC concludes that such project has not been completed strictly in accordance with the approved plans and specification, it shall provide written notice of same to the Owner within ten(10) days noticing the deficiencies. The Owner shall remedy such deficiencies and request a follow up ACC inspection.

~~C If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed fails to remedy such deficiency, or to commence efforts to cure, within seven (7) days then the ACC shall notify the Board of such failure. Upon notice and hearing, The Board shall notify the Owner in writing and thereafter the Owner shall have forty five (45) days to remedy all deficiencies. the Board shall determine whether such deficiency constitutes non-compliance with the approved plans and specifications. If the Board concludes that the improvement fails to comply with the approved plans and specifications, the Board shall notify the Owner in writing noting each and every deficiency with particularity, and thereafter the Owner shall have forty five (45) days to remedy all deficiencies. If the Owner fails to remedy said deficiencies within the applicable time period, then the Board shall have the right, but not the duty obligation, to take any and all required remedial action and the expense of such action shall be paid promptly by the Owner. Shall automatically be added to the offending Owner's ledger and become an individual assessment which may be collected and enforced as any other assessment. In the event that the Owner fails to promptly pay such expenses, the Board shall levy a Special Assessment against the Owner, and may collect and enforce said Special Assessment in accordance with the terms and provisions of this Declaration.~~

11.9. Release of Liability. ~~The purpose of the ACC is to~~ The ACC reviews plans and improvements solely on the basis of aesthetic considerations, the benefit or detriment to the community and conformance with this Declaration. Neither the plans and specifications, nor completed work, are reviewed or inspected for sound engineering design, structural safety, or compliance with applicable building codes, and approval of either an application shall not constitute an endorsement by the ACC or the Association. Neither the ACC, the members thereof, the Association, the Members, the Board, or the Declarant shall be liable in any manner whatsoever for any loss or injury resulting from or in any way connected to the performance, or lack thereof, by the ACC hereunder.

ARTICLE XII

USE RESTRICTIONS

~~12.1. Residential/Agricultural Uses. The Lots shall be used only for residential, agricultural and related purposes subject to the provisions of this Declaration. purposes (which may include, without limitation, sales offices for the Declarant, or any property manager retained by the Association or business offices for the Association). The Lots shall not be used in any trade, business, professional, or commercial capacity unless expressly permitted under this Declaration, provided, however, that nothing contained herein shall preclude the Declarant from carrying on any and all types of construction and sales activity in connection with the Property, including the construction and operation of a sales office, until all of the Lots have been conveyed and the Declarant no longer holds any interest of the Property.~~

~~12.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions Rules and Regulations ("Rules"), governing the use of the Property in addition to those contained herein. Such Rules shall be binding upon all Owners, occupants, and all parties entering upon the Property, until such time that such regulations and use restrictions Rules are overruled, canceled, or modified pursuant to a regular or special meeting of the Association by Members representing a majority of the Class "A" votes of the Association, and by the vote of the Class "B" Member, so long as such membership shall exist. Of the Total voting interests of the Association~~

A. Signs. No sign, symbol, name, address, notice, or advertisement shall be erected, inscribed or exposed upon any Lot or improvement thereon, or the

Common Areas without the prior written approval of the Board. ~~Notwithstanding anything to the contrary contained in the foregoing, the Board or the Declarant shall have the right to erect signs as each may deem appropriate, in its sole discretion.~~

~~B. Vehicles/Parking and Garages. No motorcycle, truck, trailer, boat, van in exee~~

~~length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any Lot or any other part of the Property unless parked inside a garage or otherwise hidden from the view of other Lots and the platted paths and roads. All vehicles shall be parked inside a garage or otherwise hidden from view of other Lots and the platted paths and roads.~~ No vehicles, except for commercial vehicles, vans, or trucks delivering goods or furnishing services during daylight hours, shall be parked upon any portions of the Common Areas. The Association shall have the right to remove any vehicle in violation of this provision and the expense of doing so, including attorneys' fees, if any, shall be borne by the vehicle Owner. ~~No garage, trailer, or other vehicle shall be used as a living area.~~

C. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Lot.

D. Minimum Residential Sizes. The following shall apply to all Residential Dwellings located on any Lots:

(i) No principal Residential Dwelling shall contain less than one thousand eight hundred square feet ~~(1,800 sq. ft.)~~ (2500 sq. ft.) of air conditioned living area, excluding attached garages (but including living space above attached garages), green houses, screened porches, covered patios or entry ways, outbuildings, and detached guest houses.

(ii) All living quarters, principal or otherwise, shall be subject to the same exterior architectural standards. **(moves to D. (iv) All principal Residential Dwellings shall have at least a two (2) car garage of a minimum four hundred forty square feet (440 sq. ft.)**

~~(iii) All principal Residential Dwellings shall have at least a two (2) car garage of a minimum four hundred forty square feet (440 sq. ft.)~~ - moved to D. (ii)

~~(iv)~~ (iii) No garage, trailer, or other vehicle shall be used as a living area. **From section B above. Location moved.**

~~(v)~~ (iv) **All living quarters, principal or otherwise, shall be subject to the same exterior architectural standards.**

Residential sizes and other standards established by this Declaration or by the ACC may be more restrictive, but may not be less restrictive than applicable residential standards established by Martin County, Florida. In each and every instance in which a more restrictive standard is established by this Declaration or by the ACC, the more restrictive standard shall apply. Whenever, the Declaration or the ACC fails to establish a standard, then, in such event the standards established by Martin County, Florida shall apply.

~~E. Temporary Structures/Mobile Homes. No manufactured housing, mobile homes, trailers, or similar structures, nor any structure of a temporary nature shall be placed upon any Lot or anywhere within the Property, at any time; provided, however, that nothing contained herein shall preclude the Declarant from placing any temporary shelter upon the Property until such time that the Declarant no longer owns any Lot.~~

F. Carports/Pole Barns. No carport ~~or similar~~ shelters shall be constructed upon any

Lot, provided, however, pole barns may be constructed for the sole and limited purpose of storing large farm Equipment or as horse shade shelters. All structures, including without limitation, sheds and pole barns, require prior written ACC Approval. ~~Nothing contained in the foregoing shall be deemed authorization for any Owner to store rakes, shovels, and other small equipment openly in any pole barn and such equipment shall be stored appropriately and~~

~~hidden from view. Out of the view of the Common Area and adjacent lots.~~

G. Setbacks. No improvements, ~~including, without limitation, structures, pools, patios, and screen enclosures, but excluding fences, shall be constructed on the Property except in compliance with~~ *other than boundary lines fences, shall be constructed in violation of the minimum setback requirements set forth in this Declaration.*

~~building setback requirements established by the ACC and set forth in this Declaration.~~ Setbacks may be more restrictive, but may not be less restrictive than applicable setbacks established by Martin County, Florida. The initial minimum building Setbacks are as follows:

Front	=	50 75 feet
Rear	=	50 75 feet
Side	=	50-75 feet

Modifications of the minimum building Setbacks established by the ACC herein may only be made by, and shall only be effective upon, the recording of an Amendment to this Declaration.

H. Mining Operations/Excavating. No mining, quarrying, drilling, or other means of extracting minerals of any kind whatsoever shall be permitted upon any Lot or anywhere within the Property; provided, however, nothing contained in the foregoing shall be construed to prohibit excavation for the purpose of obtaining fill for the construction of Lot improvements, or the construction of lakes, ponds, drainage facilities, and storm water treatment facilities otherwise permitted by applicable laws, regulations, and this Declaration.

- I. **Stormwater Management System.** All construction of lakes, ponds, drainage facilities, and other stormwater retention systems must comply with the provisions of Article ~~XX~~ XIX (Stormwater Management System), including, without limitation, ~~the requirement that the subject Lot Owner obtain a modification to the South Florida Water Management District Environmental Resource Permit prior to such construction, and prior to connecting to the master drainage system any application required under the South Florida Water Management District Environmental Resource Permit prior to such construction or~~ *modification, and prior to connecting to the master drainage system.*

J. Firearms/Hunting. Discharge of any explosive device or firearms (with the exception of shotguns and 22 caliber rifles which discharge *for self-defense* is expressly permitted hereunder) *explosive/incendiary devices including without limitation fireworks, recreational discharge of firearms and hunting are strictly prohibited.* ~~and hunting shall be strictly prohibited upon any Lot or anywhere within the Property, provided, however, Board approved firearms may be discharged within an indoor firing range. The construction and operation of any indoor firing range is subject to the approval of the Board and the ACC, must comply with all applicable Federal, State, and Local laws governing such activities, and all such activities must be conducted in a manner which is safe, which is sound proof, and which does not create a nuisance.~~ Further, the discharge of any firearm permitted hereunder, *upon any Lot, or anywhere within the Property, whether or not discharged within an indoor range,* must comply with all applicable Federal, State, and Local laws governing such activities, and all such activities must be conducted in a manner which is safe and which does not create a nuisance.

K. Horses and Cattle/Other Animals and Pets.

(~~+~~) Each Lot Owner may maintain a reasonable number of dogs, cats, and other domestic animals, provided, however, no Lot Owner may maintain more than one (1) animal or pet per every two (2) acres at each Lot owned. The raising, breeding or boarding of any animal, including domestic animals, for commercial purposes, and, the raising, breeding or boarding of ~~goats, pigs, sheep, chickens, roosters,~~ guinea hens and other noisy fowl or farm animals, for any purposes whatsoever, shall be prohibited. ~~Notwithstanding anything to the contrary contained in the foregoing, no animal(s) may be kept on any Lot, which in the judgment of the Board results in a nuisance or is obnoxious to other Owners. For purposes of this provision, all animals of mean or of violent temperament shall be deemed a nuisance and thereby prohibited. No animal shall be permitted in any of the Common Areas unless under the control of a leash, provided, however, that nothing contained herein shall prohibit the riding of horses within th~~ ath's

~~or other designated areas. Each Owner shall be required to clean up after his or her animals. Each Owner agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from or related to animals owned or brought upon the Owner's Lot.~~

- (ii) *Notwithstanding anything to the contrary contained in the foregoing, no animal(s) may be kept on any Lot, which as determined by the Board results in a nuisance or is obnoxious to other Owners. For the purposes of this provision, all animals of mean or of violent temperament shall be deemed a nuisance and thereby prohibited.*
- (iii) *No animal shall be permitted in any of the common Areas unless under the control of a leash, provided however, that nothing contained herein shall prohibit the riding of horses within the Bridle Paths or other designated areas.*
- (iv) *Each Owner shall be required to clean up after his or her animals or any animals brought upon the common area or the Owner's Lot.*

~~(v) Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, the raising, breeding, and boarding of horses and/or cattle on any Lot, for non-commercial purposes shall be expressly permitted for both private and commercial purposes shall be permitted. either for private, domestic or commercial purposes, shall be expressly permitted. This does not make sense on the last lines.~~

~~L. No Owner, their family members, guests, invitees, licensees, employees, or agents, shall make use of any Lot in a manner which violates any laws, ordinances, or regulations of any governmental authority having jurisdiction over the Property, or which constitutes an ultra hazardous activity, or which results in any noxious or offensive sight, activity, noise, or odor, or which is or may become a nuisance, annoyance, or source of embarrassment to other Owners.~~ Why is this gone?

M. Unsightly Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots, ~~and shall not be allowed to accumulate thereon.~~ All refuse containers (except on scheduled trash pick up days), all machinery and equipment, *building materials* and other similar items of personal property shall be obscured from view or adjoining streets, Lots or Common Areas. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain the Lot as required, for a period of at least thirty (30) days following written notice from the Association, the Association shall have the right, but not the obligation, in its sole discretion, to clear any rubbish, refuse, or unsightly debris, from any such Lot at the Owner's sole expense. *All lots failing to conduct regular mowing and trimming of the Lots and the fence lines, shall be conclusively deemed to have opted into the Association's periodic mowing program.* All expenses related to the foregoing, together with interest thereon at the maximum rate permitted by law, shall be charged to the Owner *shall automatically be added to the Lots' ledger and* and shall become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

N. Environmental Contamination. Each Owner shall at all times comply with all Federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and all amendments thereto, and shall keep their Lot(s) free of all hazardous materials, substances, wastes or other environmentally regulated substances, except as otherwise permitted by law.

O. Antennas, Clothing. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or

maintained upon any portion of the Property, including any Lot, *unless same are screened from view from the parcels frontage, and from any adjacent, adjoining, or neighboring lot or the Bridle Path. No such items shall be placed without the prior written approval of the ACC. Subject to any governmental regulations concerning signal by provided the Lot Owner can demonstrate that the ACC's preferred location prevents any signal from reception.* ~~without the prior written approval of the ACC.~~ No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the ACC, and only when concealed from view by approved screening or fencing.

~~P.~~ Subdivision of Lot. Lots shall not be further subdivided or separated by any Owner, and no portion less than all of any such Lot, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. ~~Notwithstanding anything to the contrary contained in the foregoing, the Declarant, expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Lot or Lots owned by the Declarant; provided, however, that any such division, boundary line change, or~~

~~replatting shall not be in violation of applicable Martin County, Florida subdivision and zoning regulations, including, without limitation, density limitations.~~

Q. Pools, Tennis Courts, and other Court Games or Structures. No swimming pools, tennis, basketball, or other court game shall be constructed ~~in front of the rear line of any Residential Dwelling, nor without advance written approval of the ACC~~ nor within any Setback or easement. No above-ground pools shall be erected, constructed, or installed on any Lot.

R. Irrigation. No sprinkler or irrigation Systems of any type which draw water from lakes, rivers, ponds, canals, ditches, or other ground or surface waters within the Property shall be installed, constructed or operated by an Owner within the Property except in accordance with the terms, conditions and regulations of this Declaration and the South Florida Water Management District Environmental Resource Permit for Trailside, as amended from time to time.

S. ~~Drainage and Septic Systems.~~ Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person may obstruct, divert, or otherwise impair the flow of water through any canal, swale, retention/detention area, storm sewers, storm drains, Conservation Area or Buffer Management Easement without the prior written approval of the South Florida Water Management District. Declarant hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow as deemed appropriate in its sole and absolute discretion, subject however to the rules and regulations of the South Florida Water Management District. ~~Individual Lot septic systems may only be constructed with the approval of the Association, and in strict compliance with local building, zoning, and health regulations.~~

T. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

U. Artificial Vegetation, Exterior Sculptures, and Similar Items. No artificial vegetation, Exterior sculpture, fountains, flags, and similflr items shall be permitted at any Lot without the prior written approval of the ACC.*provided however that all such approvals shall be conditioned upon the items being screened from view from any Common Area, adjacent Lot, the Bridle Path or the streets.*

V. Energy Conservation Equipment. No Solar Heating systems, solar energy collector panels and attendant hardware, or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of the structure, as determined by the ACC. No solar panel, vents, or other roof- mounted, mechanical equipment shall project more than one and one half (1.5) feet above the surface of the roof of a Lot; and all such equipment shall be painted consistent with the color scheme or the roof of the Lot. All solar systems and other energy conservation equipment must remain hidden from the view of other Lots and the platted paths and roadways. This provision is not intended to prohibit the use of solar energy devices.

W. Hurricane Season. Each Lot Owner who intends to be absent from his home during the hurricane season (June 1 November 30 of each year) shall prepare his Lot prior to departure in the following manner:

- (i) Remove all furniture, potted plants, and other movable objects from his yard; and
- (ii) Designate a responsible person to care for his Lot should it suffer hurricane damage.

(iii) Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which must be removed when the threat from the immediate storm subsides.

(iv) At no time shall hurricane shutters be permanently installed without the consent of the ACC.

~~X. X. Rules and Regulations.~~ The Lot Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. ~~The Board shall provide written notice to each Owner in violation of the Rules and Regulations and Fifteen (15) days in which to cure the violation.~~

Y. Easements not shown on Plat. Unless otherwise shown on the Plat, or otherwise established by the ~~Declarant~~ Association pursuant to the authority set forth in this Declaration, no portion of the Property, including, without limitation, any Lot or Common Property, shall be used as a pedestrian or vehicular easement, roadway or otherwise used as a means of access, ingress, or egress from one Lot to any other property either within or outside of Trailside.

~~Z. Z. Bridle Paths.~~ Bridle Paths shall be used only for equestrian purposes and such other purposes expressly set forth in this Declaration and the Plat. The use of motorized vehicles, including, without limitation, cars, trucks, motorcycles, ATV's, *which interfere with the use of the Bridle Paths is prohibited. The foregoing shall not include those vehicles other than those* required to maintain these areas, and the construction of improvements, fences, and other structures *but then only during the performance of said maintenance.* ~~which interfere with the use of the Bridle Paths, is prohibited.~~

~~AA. Agricultural uses/Farming.~~ Commercial agricultural uses ~~shall be limited to the farming of grasses and/or seasonal row crops and no facilities for such agricultural uses may be constructed without the prior written approval of the South Florida Water Management District. All commercial tree and/or shrub nurseries are expressly prohibited. Including tree/plant nurseries, shall be prohibited and no facilities for agricultural uses may be constructed without the prior written approval of the South florida Water management District.~~

BB. **Septic Systems.** (moved from above and unchanged) Individual Lot septic systems may only be constructed with the approval of the Association, and in strict compliance with local building, zoning, and health regulations.

~~THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK~~

ARTICLE XIII

DECLARANT'S RIGHTS

The Declarant's rights set forth in this Article shall be in addition to any other rights the Declarant may have by law and those otherwise set forth in other provisions of this Declaration.

13.1. Declarant's Transfer Rights. Any or all of the special rights and obligations of the Declarant may be transferred or assigned to other Persons provided: 1) the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and 2) no such transfer shall be effective unless in writing signed by the Declarant and duly recorded in the public records of Martin County, Florida.

13.2. Declarant's Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, for as long as the Declarant holds any interest in the Property, the Declarant shall have the right to maintain facilities and undertake activities upon the Common Areas which, in Declarant's sole and absolute discretion, may be reasonably required, convenient, or incidental to the sale or development of the Lots and/or the Property, including, but not limited to, business offices, signs, models, and sales offices. The right to maintain and carry on such facilities and activities shall include the right to use Lots owned by the Declarant, and any facility which may be owned by the Association, as models and sales offices, together with an easement for access to such facilities.

13.3. Right of Approval. So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's written consent thereto. Any such instrument recorded without the Declarant's written consent, as required herein, shall be void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

13.4. Easements. Declarant, its successors and/or assigns and Box Ranch of Martin County, Ltd., a Florida Limited Partnership, its successors and/or assigns ("Box Ranch"), shall have, and are hereby reserved and granted, respectively, a perpetual, non-exclusive easement over SW Trailside Run and SW Trailside Path, SW Stable Run, and any other streets and roads dedicated on the Plat or created subsequent thereto, for purposes of ingress and egress to that certain real property lying West of the Westerly boundary of Trailside, as more particularly described on Exhibit "G" attached hereto and made a part hereof. The rights of the Declarant, its successors and/or assigns and Box Ranch to utilize this easement for purposes of ingress and egress shall be interpreted in such manner and scope to include any and all uses of the easement which may be reasonably related to every lawful use of the property described on Exhibit "G". By means of example, and not in limitation of any potential use of the easement created hereunder, the subdivision of the property described on Exhibit "G" and the subsequent use of this easement by multiple property owners that results therefrom, shall not constitute the overburdening of the easement but rather shall be expressly permitted hereunder. As long as Declarant owns any property within Trailside, Declarant shall have the right, in its sole discretion, to grant additional easements over the Common Areas and/or Declarant's property.

13.5. Termination of Declarant's Rights. Neither this Article, nor any of Declarant's rights under the Declaration, may be amended or terminated, without the express written consent of the Declarant.

13.6. Interpretation of Declarant's Rights. In the event any term or provision in this Declaration, the Homeowners Documents, and any related document, respecting the rights of the Declarant, including,

~~without limitation, those respecting voting, Assessments, or the right to amend this Declaration, shall be deemed invalid, such provision shall not be stricken but shall be deemed amended and construed to provide the Declarant, at all times and in all instances, with the maximum rights permitted by law.~~

ARTICLE ~~XIV~~ XIII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of First Mortgagees.

14.1. 13.1 Notices of Action. Upon receipt of written request from a First Mortgagee, the Association shall provide such First Mortgagee with timely written notice of each of the following:

A. Any condemnation or casualty loss which affects a material portion of the *Common* Property or which affects any Lot which is encumbered by a first mortgage held by such First Mortgagee.

B. *Any lapse, cancellation, or material modification of any insurance policy which is maintained by the Association and which contains a provision naming the First Mortgagee as an additional insured.*
(previously section D)

~~C. Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the first mortgage of such First Mortgagee, where such delinquency has continued for a period of Sixty (60) days.~~

~~D. Any violation of the Homeowners Documents by an Owner of a Lot subject to the first mortgage of such First Mortgagee, where such violation is not cured within Sixty (60) days after notice thereof.~~

~~E. Any lapse, cancellation, or material modification of any insurance policy which is maintained by the Association and which contains a provision naming the First Mortgagee as an additional insured.~~

~~F. Any proposed action requiring the approval of all or a portion of the First Mortgagee.~~

14.2. Special FHLMC Provision. This section shall be deemed a part of the Declaration for so long as the following provisions are required by the Federal Home Loan Mortgage Corporation. These provisions shall be in addition to and not in lieu of any other rights or obligations provided under this Declaration.

Unless first approved by at least 67% of the Institutional Mortgagees or 67% of the Members, the Association shall not:

A. By act or omission ~~seek~~ to abandon, partition, subdivide, encumber, sell or transfer, directly or indirectly, all or any portion of the real property comprising the Common Area which the Association owns (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).

~~B. Change the method of determining the obligations, Assessments, or other charges which may be levied against an Owner of a Lot. Change the Lot's proportionate share of Assessments, or~~

proportionate voting rights attributable to an Owner of a Lot.

~~C. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance, construction, and maintenance of Lots, Residential Dwellings, and the Common Area (The issuance and amendment of architecture~~

~~procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)~~

D. C. Fail to maintain insurance, as required by this Declaration.

E. Use hazard insurance proceeds arising from the damage or destruction of Common Areas or Association Property, for any purpose whatsoever other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, collectively or individually, pay taxes or other charges which may or have become a charge against the Common Area, pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of an Association policy. Such Institutional Mortgagees making such payments shall be entitled to reimbursement by the Association.

14.3. Other Provisions for Mortgagees. To the extent permissible under Florida law:

A. Any restoration or repair of the Property after a partial condemnation or damage resulting from an uninsurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications.

B. Any election to terminate the Association after substantial destruction or substantial taking in condemnation shall require the approval of at least 67% of the First Mortgagees.

14.4. No priority. No provision of the Homeowners Documents shall be construed as giving any Owner priority over any rights of any First Mortgagee of any Lot with respect to the distribution of insurance proceeds or condemnation awards resulting from any loss or damage to the Common Areas.

14.5. Notice to Association. Upon request, each Owner shall be required to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot. *Each Lot Owner shall have the responsibility to advise the Association of the name and contact information for the Mortgagee's for any Mortgage associated with their Lot, within thirty (30) days of obtaining said mortgage. This shall be a continuing obligation to notify the Association of any change in servicing or mortgage within thirty (30) days of the Lot Owner's notification of same.*

14.6. Amendment by the Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently modify or eliminate any of their respective rules, regulations, or requirements which necessitate the provisions of this Article, the Board, without approval of the Owners, may amend this Article to reflect such changes.

14.7. Failure of Mortgagee to Respond. Any Mortgagee who is sent, by certified or registered mail, return receipt requested, written request to respond to any action contemplated by the Association or the Board, and fails to respond within thirty (30) days from the date thereof, shall be deemed to have approved such action.

ARTICLE XV XIV

ENFORCEMENT OF DECLARATION

This Declaration may be enforced by any proceeding at law for damages or any proceeding in equity to compel compliance with its terms or to prevent any future violation or breach of any of the covenants, terms, conditions, and restrictions contained herein or in the Homeowners Documents. The terms,

conditions, covenants, and restrictions *contained herein or in the Homeowners Documents. The terms , conditions, covenants, and restrictions of this Declaration and the Homeowners Documents may be enforced by the Association* ~~Declaration and the Homeowners Documents may be enforced by the Declarant, the Association, or any Member; provided, however, any Member who takes any action to enforce this Declaration, or the Homeowners Documents, shall indemnify the Declarant and the Association from any loss or expense arising from or related to such action, including but not limited to attorney's fees and costs, including all stages up to appellate proceedings.~~

ARTICLE XVI

AMENDMENTS

~~16.1. 15.1~~ **Amendments Generally.** ~~Until the first conveyance of a Lot by the Declarant to an Owner other than Declarant ("Amendment Date"), the Declarant may, in its sole discretion, amend any provision in this Declaration and the Homeowners Documents, including, without limitation, those provisions respecting the payment of Assessments; provided, however, that no amendment which affects the surface water management system shall be effective unless approved in writing by the South Florida Water Management District. Thereafter, other than an amendment terminating this Declaration, the Declaration may only be amended by the following:— Other than an amendment terminating this Declaration, the Declaration may only be amended by the following: 1) consent of the Members representing at least 51% of the total voting interests, Class "A" votes, and~~
2) ~~the consent of the Declarant, so long as it owns any land subject to this Declaration; provided, however, any amendment which materially changes any provision of this Declaration, the Bylaws or Articles, or which adds material provisions thereto, which establish, provide for, govern, or regulate any of the following, shall also require the consent of 51% of the First Mortgagees; provided however, any amendment, may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment. For purposes of this section, a change in quorum requirements is not an alteration of voting interests.~~

~~A. voting;~~

~~B. Assessments, assessment liens, or subordination of such liens;~~

~~C. Insurance or fidelity bonds;~~

~~D. Rights to use the Common Areas;~~

~~E. Responsibility for maintenance and repair of the Property;~~

~~F. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of Property to or from Association;~~

~~G. Boundaries of any Lot;~~

~~H. Leasing of any Lot;~~

~~I. Any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;~~

~~J. Any provisions included in the Declaration, By Laws, or Articles for the express benefit of any Institutional Mortgagee who is the holder, guarantor, or insurer of any first mortgage on the Lots.~~

The Association may amend this Declaration to correct any scrivener's error or similar defect or omission without the consent of the Members or the Board, provided that such amendment is reasonable and does not materially affect the rights of the Members. Such an amendment shall be executed by the Association and a copy furnished to each Member, and all Institutional Mortgagees as soon as practicable after the recording thereof in the public records of Martin County, Florida.

16.2. 15.2 ~~Limitation on Amendments.~~ *Stormwater Management System and Conservation Areas.* Any amendment that would affect the Stormwater Management System, including the water management portions of the Common Areas and the Conservation Areas, must be

approved by the South Florida Water Management District and Martin County, Florida.

~~16.3. Scrivener's Errors. Prior to the Turnover Date; the Declarant may amend this Declaration in order to correct any scrivener's error or similar defect or omission without the consent of the Members or the Board, provided that such amendment is reasonable and does not materially affect the rights of the Members. Such an amendment shall be executed by the Declarant and a copy furnished to each Member, the Association, and all Institutional Mortgagees as soon as practicable after the recording thereof in the public records of Martin County, Florida.~~ Reworded above.

16.4. Effective Date of Amendments. Any amendment to the Declaration shall be effective upon the recording of such amendment in the public records of Martin County, Florida.

ARTICLE ~~XVII~~ XVI

CONVEYANCES

The sale or lease of Lots shall be subject to the following restrictions:

~~17.1. 16.1 Notice to Association. Every Lot Owner, other than the Declarant, who sells, leases, or otherwise conveys any interest in their Lot, shall provide the Association with written notice within ninety (90) thirty (30) days after: (i) the closing date of the sale or conveyance of the Lot, or (ii) the effective date of any lease. The foregoing notice shall include the name, address, and telephone number (and fax number if applicable) of the new Owner or lessee, and shall include a written agreement signed by the new Owner or lessee agreeing to comply with the terms and provisions of this Declaration. In the event the Lot is sold, it shall then be the responsibility of the new Owner to provide the Association with a recorded copy of the deed. It is not the intention of this Article to grant the Association a right of first refusal to purchase or lease the Lot, or a right to approve the purchaser(s), grantee(s) or lessee(s). It is, however, the intent of this paragraph to impose an affirmative duty on the Lot Owners to keep the Association advised of any changes in occupancy or ownership.~~

~~17.2. 16.2 (part of 17.1 before) In the event the Lot is sold, it shall then be the responsibility of the new Owner to provide the Association with a recorded copy of the deed immediately after the closing. It is not the intention of this Article to grant the Association a right of first refusal to purchase or lease the Lot, or a right to approve the purchaser(s), grantee(s) or lessee(s). It is, however, the intent of this paragraph to impose an affirmative duty on the Lot Owners to keep the Association advised of any changes in occupancy or ownership.~~

~~17.3. 16.3 Lease Agreement Terms. Association reserves the right to require lessee approval prior to an Owner entering into a lease of Property. Agricultural leases of land shall be provided to the Association in the same manner. Any and all lease agreements between an Owner, other than the Declarant, and a lessee of such Owner shall: 1) be in writing; 2) provide for a term of not less than Six (6) months; 3) provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration; 4) provide that failure by the lessee to comply with the terms and provisions of this Declaration shall constitute a material default and breach of the lease agreement; and 5) designate which party shall be responsible for the payment of Assessments; provided, however, nothing contained in any lease agreement shall relieve the Owner of the obligation to pay Assessments and the Owner shall remain primarily liable. During the term of any Lease, the lessee shall be entitled to the Owner's rights of use and enjoyment of the Common Areas and facilities, and the Owner shall be deemed to have relinquished said rights during such period. Every Lot Owner, who sells, leases, or otherwise conveys an interest in their lot, shall provide the Association with written notice within thirty (30) days prior to : (i) the closing date of the sale or conveyance of the Lot, (ii) the effective date~~

of any lease. The foregoing notice shall include the name, address, email, and telephone number (and fax number if applicable) of the New Owner or lessee, and shall include a written agreement signed by the new Owner or lessee agreeing to comply with the terms and provisions of this Declaration.

~~17.4.~~ 16.2 In the event the Lot is sold, it shall then be the responsibility of the new Owner to provide the Association with a recorded copy of the deed immediately after the closing.

~~17.5.~~ 16.3 Association reserves the right to require lessee- approval prior to an owner entering into a lease of Property. Agricultural leases of land shall be provided to the Association in the same manner. Name, address, email and telephone numbers for persons who are leasing grazing land for cattle or horses shall be provided to the Association within twenty-four (24)hours of the effective date of the lease. There shall be a continuing duty of the Lot Owner to provide the agricultural lessor's contract information as set forth herein each time the lessor changes and if the contact information is updated. It is the duty of the Lot Owner to keep the lessor's contact information current with the Association.

~~17.6.~~ 16.4. **Lease agreement terms.** Any and all lease agreements between a Owner and a lessee of such Owner shall: 1) be in writing; 2)provide for a term of not less than Six (6) months; 3) provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration; 4) provide that failure and breach of the lease agreement; and 5) designate which party shall be responsible for the payment of Assessments; provided however, nothing contained in any lease agreement shall relieve the Owner of the obligation to pay Assessments and the Owner shall remain primarily liable. During the term of any Lease, the lessee shall be entitled to the Owner's rights of use and enjoyment of the Common Areas and facilities, and the Owner shall be deemed to have relinquished said rights during such period. In making any Lease the Lot Owner shall be deemed to have designated the Association as their attorney in fact, and the Association shall have the power to issue Notices pursuant to Chapter 83, provided however that the Association shall in no other respect be considered or take on any obligation of a landlord.

17.7. **16.5 Delinquent Lot Owners.** Notwithstanding anything to the contrary contained herein, in the event an Owner is delinquent in paying ~~any Assessment,~~ any amounts due to the Association or the Owner, new owner, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, then, in such event, the Association may withhold its approval of any sale; and in the case of lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE ~~XVIII~~ XVII

TERMINATION

18.1. ~~17.1~~ Consent to Termination. The consent of each of the following: 1) Members representing at least 67% of the ~~Class "A" votes; total voting interests~~ and 2) ~~the Declarant, so long as it owns any land subject to this Declaration;~~ and 3) 2) 67% of the First Mortgagees, shall be required to terminate the Association.

18.2. ~~17.2~~ Termination and Documents. The following covenants and restrictions shall remain in effect, notwithstanding the termination of this Declaration, and any document(s) terminating this Declaration shall provide the following:

A. That all Lots shall continue to be used solely as Single Family residences; and

B. All Common Areas shall be owned and held in equal shares by the Lot Owners as tenants in common, and each Lot Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.

C. Each and every provision related to the monitoring and maintenance of the Conservation Areas and Stormwater Management System shall remain in effect, unless expressly released in writing by the South Florida Water Management District and Martin County, Florida.

18.3. ~~17.3~~ Limitation on Termination. ~~This Declaration may not be terminated for a period of twenty-five (25) years from the recording of this Declaration. This Declaration shall be automatically renewed and extended for successive periods often (10) years each, unless at least one (1) year prior to the expiration of either the initial twenty-five (25) year period or any successive ten (10) year period, an instrument terminating this declaration is recorded in the public records of Martin County, Florida. No instrument purporting to terminate this Declaration shall be effective unless executed by the Members representing at least 67% of the Class "A" votes; the total voting interests and the Declarant, so long as it owns any land subject to this Declaration;~~ and 67% of the First Mortgagee; and the South Florida Water Management District; and Martin County, Florida.

18.4. ~~17.4~~ Stormwater Management System. If the Association is terminated, those portions of the Property consisting of the Stormwater Management System and the Conservation Areas, which are operated and maintained as part of the Common Areas, shall be conveyed to the appropriate agency of local government, and if not accepted thereby, then to similar non-profit corporation for the operation and maintenance thereof.

ARTICLE ~~XIX~~ XVIII

MAINTENANCE AND MONITORING OF CONSERVATION AREAS.

19.1. ~~18.1~~ Conservation Areas. Those portions of the Property shown on the Plat as "Conservation Easements" and "Conservation Buffer Easements" are hereby designated and dedicated as Conservation Easements and Conservation Buffer Easements to the South Florida Water Management District. All Conservation Areas,

including the Conservation Easements and Conservation Buffer Easements, shall be maintained pursuant to the terms of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto, and any other Preserve Area Management Plan or agreement approved by the South Florida Water Management District, Martin County, Florida and other appropriate governmental agencies. Upon reasonable notice, the Owners and the Association shall permit representatives of all appropriate governmental agencies to inspect and monitor such Conservation Areas.

~~19.2. 18.2 Maintenance of Conservation Areas. All Conservation Areas shall be maintained by the Association in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto. Further, the Association shall be obligated to enforce the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto. Unless otherwise provided herein, the costs and expenses to maintain such Conservation Areas shall be assessed to the Members as a Common Expense in perpetuity. The Conservation Areas shall be maintained by the individual Lot Owners for those Conservation Areas located on their Lot in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, This Declaration, and all amendments thereto. The Association shall be obligated to enforce the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration and all amendments thereto. This was reworded per current Rules & Regulations and corrects a this section which was in conflict with each lot owner is responsible for the upkeep and maintenance of their lot in its entirety.~~

19.3. Prohibited Activities. Prohibited activities within the Conservation Easements include, without limitation:

A. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

C. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a governmentally approved maintenance plan;

D. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

E. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition, and which also receive prior governmental approval;

F. All other activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; or diking; or fencing; **removed under a prior amendment.**

G. Acts or uses detrimental to such retention of land or water areas.

ARTICLE ~~XX~~ XIX

STORMWATER MANAGEMENT SYSTEM

20.1. 19.1 Stormwater Management System. Except to the extent specifically provided otherwise in this Declaration, the Association shall be responsible for operating, maintaining, and monitoring all aspects of

the Stormwater Management System in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and

all amendments thereto, including, without limitation, any wetland mitigation monitoring which may be required by the South Florida Water Management District pursuant to the Environmental Resource Permit attached as Exhibit "D" hereto, the Private Roadways, the Conservation Areas, Control Structures, Drainage Sub-basins/Discharge Limitations, and the dedicated Drainage Easements; and the Association shall also be the entity responsible for complying with all conditions of such permit including, without limitation, making all reports associated with the maintenance and monitoring of the Stormwater Management System and any preserved or created wetlands described in Exhibit "D". All stormwater management systems as constructed must comply with the discharge limits, and the Wetland/Upland requirements set forth in the Preserve Area Management Plan and Permit Staff Report attached hereto as Exhibit "E".

~~20.2. 19.2 Construction of Improvements by Declarant. The Declarant shall be responsible for constructing the following improvements required pursuant to the South Florida Stormwater Management District Environmental Resource Permit attached as Exhibit "D" and as noted in the Construction Plans for Trailside, as Prepared by CAPTEC Engineering, Dated January 28, 1999, bearing Job No. 137 ("Construction Plans") and the Master and Final Development Plan revised June 3, 1999: Private roadway and adjacent swale, roadway control structures and certain other control structures as more particularly set forth in the foregoing Site Plan, scrapedowns, drainage ditch, and perimeter berm. Thereafter, the Association shall be responsible for maintaining said improvements and complying with any and all conditions of such permitting, as more particularly set forth in Paragraph 20.1. 19.2~~ **LOT OWNER APPLICATION/MAINTENANCE.**

Prior to the construction or development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a "use" under this provision), the Lot Owner shall be responsible for submitting an application for a permit modification to the South Florida Water Management District. Upon completion of the improvements on individual Lots, the improvements will become part of the project's Storm water Management System and shall be subject to the terms and conditions of this Declaration, the rules and regulations of the South Florida Water Management District, including the Environmental Resource Permit attached as- Exhibit "D" and the Preserve Area Management Plan and Permit Staff Report attached as Exhibit "E", and all other applicable governmental or regulatory authorities. Further, upon completion of the improvements each Lot Owner shall be obligated to maintain their Lot related portion of the Storm water Management System in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto.

~~20.3. 19.3 Prior to the construction of any improvements and development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a "use" under this provision), the Lot Owner shall obtain the required permit modification from the South Florida Water Management District and the approval of the Association in accordance with this Declaration. Individual Lot development shall consist of the construction of on-site lakes, perimeter swales, control structures, scrapedowns, and such other improvements for the Storm Water Management System in accordance with the master Environmental Resource Permit and the associated Permit Staff Report issued by the South Florida Water Management District. The Storm Water Management System may consist of a combination of swales and lakes as outlined in the permit.~~

~~A. Lakes shall meet the following criteria:~~

- ~~(i) Lakes shall be a minimum of one-half (1/2) acre in total area.~~
- ~~(ii) Lakes shall have a minium width of one hundred feet (100').~~
- ~~(iii) Lakes not to exceed five (5) acres in total area.~~
- ~~(iv) Lakes shall not be excavated deeper than twelve feet (12') below natural grade.~~
- ~~(v) Lakes shall be located a minimum of two hundred feet (200') from any conservation easement.~~
- ~~(vi) Lakes shall not be connected to an outfall or receiving body.~~
- ~~(vii) Lakes shall not be used as an irrigation water source.~~

~~B. Swales and berms shall meet the following criteria:~~

grade.

~~(i) All swales and berms shall be located outside of all Conservation Areas.~~

~~(ii) All swales and berms shall not exceed 12" in depth or height as measured from natural~~

~~(iii) Perimeter swales must be constructed in same configuration as minimum wetland~~

!

|

~~perimeter swale, as shown in the Construction Plans.~~

~~C. Building and impervious coverage shall meet the following criteria:~~

- ~~(i) All Lots are permitted to have a maximum building coverage of 0.17 acre.~~
- ~~(ii) All Lots are permitted to have a maximum impervious (pavement, sidewalks, driveways, etc.) coverage of 0.06 acre.~~
- ~~(iii) All Lots are required to provide water quality treatment equal to 1" over the Lot or 2.5" times the percent of impervious coverage (whichever is greater).~~

~~D. Water use:~~

- ~~(i) Other than the installation of a two inch (2") well for domestic residential use, no other withdrawals from groundwater or surface water are authorized.~~
- ~~(ii) Additional use of ground or surface water will require a Consumptive Use Permit from the South Florida Water Management District.~~

~~Prior to the construction or development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a "use" under this provision), the Lot Owner shall be responsible for submitting an application for a permit modification to the South Florida Water Management District. Upon completion of the improvements on individual Lots, the improvements will become part of the project's Stormwater Management System and shall be subject to the terms and conditions of this Declaration, the rules and regulations of the South Florida Water Management District, including the Environmental Resource Permit attached as Exhibit "D" and the Preserve Area Management Plan and Permit Staff Report attached as Exhibit "E", and all other applicable governmental or regulatory authorities. Further, upon completion of the improvements each Lot Owner shall be obligated to maintain their Lot related portion of the Stormwater Management System in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto.~~

~~20.4. Additional Requirements.~~

19.3 ADDITIONAL REQUIREMENTS.

A. Direct discharge of stormwater in Wetlands and/or Conservation Areas shall be prohibited. The discharge of domestic, industrial, or agricultural wastewaters containing heavy metals, herbicides, pesticides, or any other toxic substances in excess of concentrations established by State and Federal guidelines, into the Wetlands and/or Conservation Areas shall be prohibited. Lot Owners shall make every reasonable effort to contain stormwater on their own individual Lot and to direct it to an on-site Wetland. If existing elevations direct stormwater runoff to an adjacent Lot, and that adjacent Lot Owner has not installed the Wetland perimeter swale around the Wetland that would receive the runoff, then the Lot Owner shall construct a perimeter swale along the length of that Lot Owner's property boundary in order to provide water quality treatment prior to discharge into the receiving Wetland; provided, however, that nothing contained in the foregoing shall be construed to require or permit the construction of a perimeter swale or any other improvement, within any Wetland or Conservation Area, located along any Lot boundary or otherwise, as expressly prohibited in Section ~~20.4~~ 20.3(B), below.

- B. No fence or other improvement may be placed upon or through any Conservation Area except wood posts with five row barbed wire pursuant to the variance provided by South Florida Water Management District. This exception is subject solely to approval by South Florida Water Management District and each Lot Owner is required to comply with the restrictions and requirements of South Florida Water Management District.

20.5. ~~19.4~~ **Rights of Association to Maintain Owner Maintained Stormwater Management System Improvements.** In the event that any Owner shall fail to construct or maintain any stormwater improvements required pursuant to this Declaration, then the Association shall have the right to construct and maintain same, and shall have an easement over, across, and through such Lot for the maintenance thereof. The costs and expenses to the Association to construct or maintain such improvements shall be assessed to the individual Lot Owner as a ~~Special Assessment~~ an individual assessment, shall be automatically added to the Lot's ledger, and collected in accordance with the provisions of this Declaration. For those lots who share drainage basin culverts, each Lot Owner shall contribute equally to the installation and maintenance of such culvert. ~~nd collected in accordance with the provisions of this Declaration.~~ This is the exception to the diagram for SFWMD permit that delineated which drainage basins are HOA controlled and which drainage basins are the responsibility of the individual Lot Owner(s).

ARTICLE XXI XX

MISCELLANEOUS

21.1. ~~20.1~~ **No Waiver.** The failure by ~~the Declarant~~, the Association, or any Owner, to object to any Person's failure to comply with any of the terms and provisions contained herein, shall in no event be deemed a waiver of any right to object to same and to otherwise seek compliance with the provisions herein.

21.2. ~~20.2~~ **Headings.** Article and paragraph captions inserted throughout this Declaration are inserted only as a matter of convenience and are for reference only. In no way shall such captions or headings serve to define, limit or in any way affect the interpretation of any of the terms and provisions of this Declaration.

21.3. ~~20.3~~ **Pronouns.** Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

21.4. ~~20.4~~ **Severability.** In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

21.5. **Partition.** The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

~~21.6. Homeowners Documents. The Association is required to make current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association, available to Members, Institutional Mortgagees, the Declarant, and to holders, insurers or guarantors of any first mortgage. "Available" shall be defined as obtainable for inspection during normal business hours or under such other reasonable circumstances, within a reasonable time after written request. Any Institutional Mortgagee who holds a first mortgage shall be entitled to a financial statement of the Association for the preceding fiscal year, within a reasonable time after written request.~~

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Trailside has been signed by the Declarant and the Association on the day and year set forth below. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

Signed, sealed and delivered in our presence as witnesses:

() CY. (() U L < ife (. f
Witness It .. (Y\ L: C' e. r' C 1
" " "
Witness " " "

TRAILSIDE LAND COMPANY, a FLORIDA CORPORATION

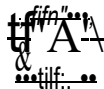
James A. Burg, Its President
Dated: 10 - 22 - 99

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this: 3 day of October, 1999, by **James A. Burg, as President** of Trailside Land Company, a Florida Corporation, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, and o is personally known to or or who has produced as identification and who did take an oath.

(Seal)



Teri M. Weyandt
MY COMMISSION # CC757316 EXPIRES
July 7, 2002
H0H0E0H0U TROY FAIN INSURANCE INC.

NOTARY PUBLIC

1 " fn. 1. L1 Rcf v. JJ

1 e., Cb. LL) f. e... p oc Jd

(Print Name)

My Commission Expires:



TRAILSIDE HOMEOWNERS ASSOCIATION, INC.,
a FLORIDA CORPORATION, NOT FOR PROFIT

Witness

Teri M. Weyandt
Witness Teri M. Weyandt

James A. Burg, Its President
James A. Burg,
Dated: 10-2-2000

(Corporate Seal)

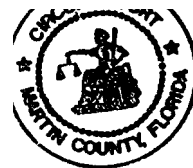
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me ~~this~~ day of ~~October~~, 1999, by **James A. Burg, as President** of the Trailside Homeowners Association, Inc., a Florida Corporation, Not for profit, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, and is personally known to me or who has produced _____ as identification and who did take an oath.

(Seal)

Teri M. Weyandt
Teri M. Weyandt
MY COMMISSION / CC757316 EXPIRES
July 7, 2002
BONJEOTHUTHROYFAIRINSURANCE, INC

NOTARY PUBLIC
Teri M. Weyandt
Teri M. Weyandt
(Print Name)
(Print Name)
My Commission Expires:



JOINDER

COMMUNITY SAVINGS, F.A., A FEDERAL SAVINGS AND LOAN ASSOCIATION, as mortgagee under that certain mortgage recorded in Official Records Book 1030, Page 2424, and Collateral Assignment of Rents and Leases Recorded in Official Records Book 1030, Page 2438, and Collateral Assignment of Contracts, Rights, and Agreements Recorded in Official Records Book 1030, Page 2442, and UCC-1 Financing Statement Recorded in Official Records Book 1030, Page 2447, as Modified by that Certain Subordination Agreement Recorded in Official Records Book 1030, Page 2415, and as further modified by that certain Note and Mortgage Modification Agreement recorded in Official Records Book 1338, Page 1509, and that certain Note and Mortgage Modification Agreement recorded in Official Records Book 1377, Page 2564, and as further modified by that certain Note and Mortgage Modification Agreement recorded in Official Records Book 1407, Page 500, the public records of Martin County, Florida, does hereby join in, subordinate, and declare that its mortgage shall be subject to the terms, covenants, conditions, and restrictions of this Declaration.

COMMUNITY SAVINGS, F.A., A FEDERAL
SAVINGS AND LOAN ASSOCIATION

Connie Pietrafesa
Witness Connie Pietrafesa

Shere Jones
Witness Shere Jones

BY: Cecil F. Howard, Jr.
Cecil F. Howard, Jr.
Its Senior Vice President
Dated: 10/16/99

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

-t, f, J

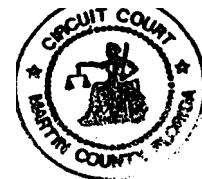
The foregoing instrument was acknowledged before me this & day of C, C f, 1999, by Cecil F. ~~Howard~~, as ~~Senior Vice President~~ of Community Savings, F.A., a Federal Savings and Loan Association, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, an y know JH to me or who has produced _____ as identification and who did take an oath.

(Seal)

Lisa M. Rhodes
MY COMMISSION# CC725069 EXPIRES
March 27, 2002
BONDED BY TROY FAIR INSURANCE, INC.

NOTARY PUBLIC
Lisa M. Rhodes

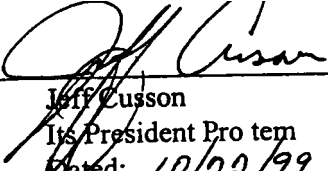
Lisa M. Rhodes
(Print Name)
My Commission Expires:



JOINDER

The ~~ROBE ST. LUCIE CONSERVANCY DISTRICT~~, a drainage district formed under and by the laws of the State of Florida, as owner of that certain real property more particularly described in Exhibit "A", upon which is located a portion of the roadway for ingress and egress to the Property described in Exhibit "A", does hereby join in, subordinate, and further declare that the property described in Exhibit "A" shall be subject to the terms, covenants, conditions, and restrictions of this Declaration. ~~ROBE ST. LUCIE CONSERVANCY DISTRICT~~ does further hereby waive any and all rights it may have to join in any future modification of this Declaration, and hereby consents to such future modifications made in accordance with this Declaration, and hereby affirms that any such modifications shall be effective without the joinder of ~~ROBE ST. LUCIE CONSERVANCY DISTRICT~~; provided, however, that such modifications do not impair the existing rights of ~~ROBE ST. LUCIE CONSERVANCY DISTRICT~~ in any portion of the Property.

~~ROBE ST. LUCIE CONSERVANCY DISTRICT~~, a drainage district formed under and by the laws of the State of Florida

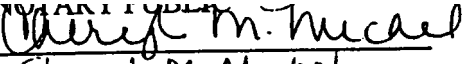
Y: 
Jeff Cusson
Its President Pro tem
Dated: 10/22/99

(Corporate Seal)


STATE OF FLORIDA
COUNTY OF FRANKLIN R.1@L

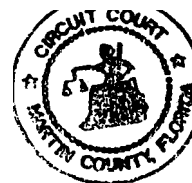
The foregoing instrument was acknowledged before me this 22 day of October, 1999, by ~~Jeff Cusson, as President Pro tem~~, of the ~~Robe St Lucie Conservancy District~~, a drainage district formed under and by the laws of the State of Florida, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, and who is personally known to me, and who has produced _____ as identification and who did take an oath.

(Seal)


Cheryl M. Michel
(Print Name)

My Commission Expires: 03/30/01

 Cheryl M. Michel
MY COMMISSION / CC858624 EXPIRES
March 30, 2001
BONDED WITH TROUBLE INSURANCE, INC



Attest: [Signature]

Mary M. Viator, Its Secretary

Dated: 0 obe, Z.Z. 1q C\9.

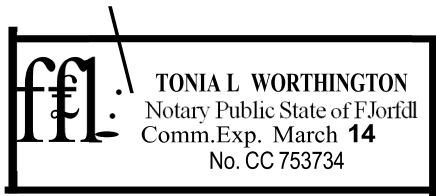
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF 011 612a.r 1b

The foregoing instrument was acknowledged before me this ~~day~~ of C.V. e C, 1999, by **Mary M. Viator, as Secretary**, of the Hobe St Lucie Conservancy District, a drainage district formed under and by the laws of the State of Florida, who acknowledged that she executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, and who is personally known to me or who has produced _____ as identification and who did take an oath.

(Seal)



NOTARY PUBLIC
Tonia L. Worthington
Tonia L. Worthington
(Print Name)
My Commission Expires: 3/14/00

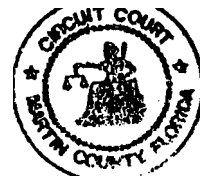


EXHIBIT "A"

~~ALL OF THE PLAT OF TRAILSIDE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLATBOOK 14: , PAGES 6, THROUGH t:/A OF THE
PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.~~



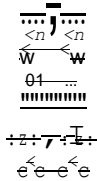
EXHIBIT "A"

THAT PORTION OF SW TRAILSIDE RUN, AS SHOWN ON THE PLAT OF
TRAILSIDE,; CORDING TO THE Yi THEREOF, RECORDED IN PLAT BOOK
J. 4,; , PAGE,; IM, THROUGH . OF THE PUBLIC RECORDS OF
MARTIN COUNTY, FLORIDA; AND —ORE PARTICULARLY DESCRIBED AS
FOLLOWS:

SEE ATIACHED SK.ETCH AND LEGAL DESCRIPTION



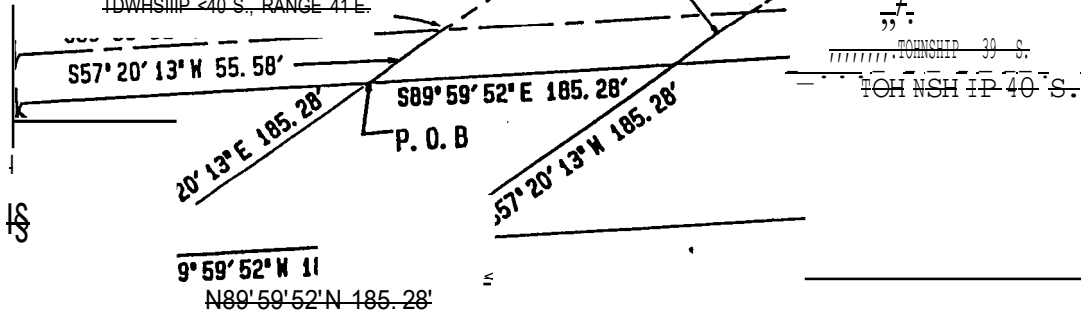
0



WEST 1/2 SEC. 31-39-41

P.O.C

1/4M CORNER OF SECTION 6
TOWNSHIP 40 S., RANGE 41 E.



DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 41 EAST HARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 41 EAST, THENCE RUN (ON AN ASSUMED BEARING) S89°59'52"E ALONG THE NORTH LINE OF THE WEST ONE HALF (1/2) OF SAID SECTION 6 A DISTANCE OF 2009.86 FEET; THENCE RUN S57°20'13"W A DISTANCE OF 55.58 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE WEST ONE HALF (1/2) OF SAID SECTION 6 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°59'52"E ALONG SAID LINE, A DISTANCE OF 185.28 FEET; THENCE RUN S57°20'13"W A DISTANCE OF 185.28 FEET TO THE SOUTH LINE OF THE NORTH 130.00 FEET OF THE WEST ONE HALF (1/2) OF SAID SECTION 6; THENCE RUN N89°59'52"N ALONG SAID LINE, A DISTANCE OF 185.28 FEET; THENCE RUN S57°20'13"E, PARALLEL TO AND 100.00 FEET WESTERLY FROM, (AS MEASURED AT RIGHT ANGLES TO) SAID LINE DESCRIBED HEREIN IN COURSE NUMBER 4, A DISTANCE OF 185.28 FEET TO THE POINT OF BEGINNING.

JOHN G. ALBRITTON & ASSOCIATES, INC.

JOHN G. ALBRITTON, P.E.
State of Florida Certification No. 2791



A SURVEY.

THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

SKETCH AND DESCRIPTION

JOHN G. ALBRITTON & ASSOCIATES, INC.

JOHN G. ALBRITTON, P.E.
DEVELOPMENT CONSULTANTS SURVEYORS AND MAPERS

Dr1Ning Ho. P1114

SOC-A 1 OF 1

Prepared by and return to:-
Joseph O. Grosso, Jr., Esquire
Madden & Grosso, PLC
759 South Federal Highway, Suite 212
Stuart, Florida 34994

INSTR# 1518713
OR BK 01577 PG 0718
RECORDED 08/24/2001 10:19 AM
EWIN,
111 N. ALFITY FLORIDA
RECORDED BY J. Johnson

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRAILSIDE

I HEREBY CERTIFY that the Amendment attached hereto as Exhibit "I" to this Certificate, was duly adopted as an amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRAILSIDE ("Declaration"). The original Declaration is recorded in Official Records Book 1443, Page 312, the Public Records of Martin County, Florida.

DATED THIS 11 day of April, 2001.

TRAILSIDE HOMEOWNERS ASSOCIATION, INC., a
FLORIDA CORPORATION, NOT-FOR-PROFIT

Witness Joseph D. Grosso, Jr.
J. M. Weigand
Witness

BY: [Signature]

STATE OF FLORIDA
COUNTY OF MARTIN

I, Joseph D. Grosso, Jr., of the County of Martin, State of Florida, do hereby certify that the foregoing is a true and correct copy of the original Declaration of Covenants and Restrictions for Trailside Homeowners Association, Inc., as recorded in Official Records Book 1443, Page 312, the Public Records of Martin County, Florida.

_____, as _____ of Trailside Homeowners Association, Inc., a Florida Corporation, not for profit, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was correctly affixed to this instrument, and that it was the act of said Corporation, and who by _____ who have produced _____ as identification and who did take

(Seal)

Joseph D. Grosso, Jr.
MY COMMISSION # CC837768 EXPIRES
July 30, 2003
BONDED THROUGH TROY FARM INSURANCE, INC.

EV 12
(Print Name)
My Commission Expires: 7/30/03

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRAILSIDE

THIS FIRST AME to the Declaration of Covenants and Restrictions for Trailside, is made this 1 day of July, 2001, by TRAILSIDE LAND COMPANY, A FLORIDA CORPORATION ("Declarant", joined by the TRAILSIDE HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT ("Association").

RECITALS

WHEREAS, the Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Trailside, dated October 22, 1999, and recorded in Official Records Book 1443, Page 312, the Public Records of Martin County, Florida (the "Declaration"); and

WHEREAS, the Declarant reserved the right to amend the Declaration during the period of time that the Declarant exercised its "Right to Administer" under the Articles of Incorporation and whereas the Declarant has exercised its Right to Administer; and

WHEREAS, notwithstanding the Declarant's right to amend the Declaration under the powers provided pursuant to the Declarant's Right to Administer, and in reservation of such rights, a special meeting of the Members of the Association was held for the purpose of determining whether the Members supported this amendment; and

WHEREAS, 100 percent of the Members voted, in person or by proxy, in favor of this amendment; and

NOW THEREFORE, pursuant to the Declaration, the Declarant hereby amends the Declaration as follows (As used herein, words underlined are added and words stricken are deleted):

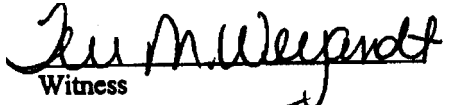
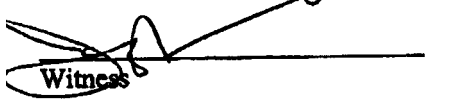
1. ~~Article VU, Section 7.2 of the Declaration shall be amended by adding the following Section 7.2.C:~~

C. Notwithstanding anything to the contrary contained in this Article VU, all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable tv, or communication lines and systems serving Property located within Trailside shall be installed underground. No overhead lines shall be permitted. Each individual Lot Owner shall be solely responsible for obtaining connections from primary utility systems servicing Trailside to such Owner's Lot.

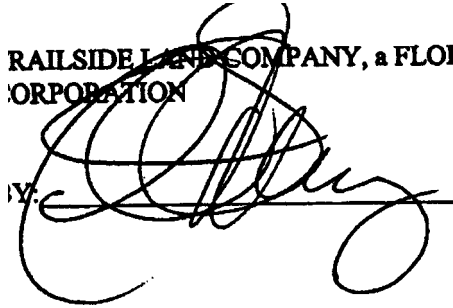
2. The capitalized terms in this First Amendment shall have the same meaning as the defined terms in the Declaration. This First Amendment modifies the Declaration and is deemed to be a part thereof. Except as modified hereby, the terms and conditions of the Declaration remain in full force and effect. When the terms of this First Amendment and those of the Declaration conflict, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants and Restrictions for Trailside has been signed by the Declarant and the Association on the day and year first above set forth. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

Signed, sealed and delivered in our presence as witnesses:


Witness

Witness

RAILSIDE LAND COMPANY, a FLORIDA CORPORATION


BY: 8-16-2001

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument acknowledged before me this 16 day of August, 2001, by Joseph D. Grosso, Jr. as President of Trailside Land Company, who acknowledged they executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was in full corporate authority, and that it was the free act of said Corporation, and Sil W: 11W: & 11K i.w 11W who have produced as identification and who did take an oath.

(Seal)

Joseph D. Grosso, Jr.
MY COMMISSION # CC837768 EXPIRES
JULY 30, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

k Te
(Print Name)
My Commission Expires: 1/1/01

TRAILSIDE HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION, NOT-FOR-PROFIT

u/Yu

BY:

~~STATE OF FLORIDA~~
~~COUNTY OF MARTIN~~

The foregoing instrument was executed before me this 14 day of &::r:, 2001, by B /... as of Trail Home Association, Inc., a Florida Corporation, for profit, who acknowledged that he executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by COPOrate authority, and that it was the free act of said Corporation, and who is personally known to me or he produced _____ as identification and who did take an oath.

~~NOTARY PUBLIC~~

(Seal) _____ Grosso Jr.

 _____ CC# 7760 EIRE!!
 _____ MY COMM July 2, 0, 2003

 _____ 1HIII,11iaffHN 1NC.

YES

My Commission Expires: **7** ~~1~~ **7** ~~3~~

V.C.R.
(Print Name)
My Commission Expires: 7/7/77

~~SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRAILSIDE~~

THIS SECOND AMENDMENT to the Declaration of Covenants and Restrictions for Trailside, is made this 16 day of July, 2001, by TRAILSIDE LAND COMPANY, A FLORIDA CORPORATION ("Declarant"), joined by the TRAILSIDE HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT ("Association").

RECITALS

WHEREAS, the Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Trailside, dated October 22, 1999, and recorded in Official Records Book 1443, Page 312, the Public Records of Martin County, Florida (the "Declaration"); and

WHEREAS, the Declarant wishes to amend the Declaration; and

WHEREAS, pursuant to Article ~~III~~ of the Declaration, and further pursuant to Article IX of the Articles of Incorporation of the Association related to the Declarant's right to administer, which the Declarant has exercised, the Declarant reserved the right to amend the Declaration; and

NOW THEREFORE, the Declarant hereby amends the Declaration as follows (As used herein, words underlined are added and words stricken are deleted):

1. ~~Article I, Section 1.6 and Exhibit "F" of the Declaration shall be modified as follows:~~

The ~~following~~ provision is hereby added:

Notwithstanding anything to the contrary contained in the foregoing or any other instrument, recorded or otherwise, the width of that portion of the Bridle Path located within Lot 28, as more particularly set forth on Exhibit "A" attached hereto and road ~~is~~ part hereof, shall be reduced by 25 feet, from 93 feet to 68 feet, as more particularly shown on Exhibit "A".

2. ~~The capitalized terms in this Second Amendment shall have the same meaning as the defined terms in the Declaration. This Second Amendment modifies the Declaration and is deemed to be a part thereof. Except as modified hereby, the terms and conditions of the Declaration remain in full force and effect. When the terms of this Second Amendment and those of the Declaration conflict, the terms of this Second Amendment shall govern.~~

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants and Restrictions for Trailside has been signed by the Declarant and the Association on the day and year first above set forth. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers:

Signed, sealed and delivered in our
presence as witnesses:

Teri M. Weyandt
Witness
Teri M. Weyandt
Joseph D. Bass, Jr.
Witness

FLORIDA HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION, NOT-FOR-PROFIT

BY: [Signature]

Attest: _____

STATE OF FLORIDA
COUNTY OF MARTIN

The undersigned, 2001,
A, as and as
of Florida Homeowners Association, Inc., a Florida Corporation, Not for
profit, who acknowledged that they executed this instrument as such Officer of said Corporation, and that the
seal of said corporation, and that it was the free act and deed of said Corporation, and
who have produced _____ as identification _____.

(Seal)



Joseph D. Bass, Jr.
MY COMMISSION # CC837768 EXPIRES
July 30, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC

[Signature]
Joseph D. Bass, Jr.
Print Name
(Print Name)

My Commission Expires: 7/30/03

TRAILSIDE LAND COMPANY, a FLORIDA CORPORATION

BY:


Attest: _____, /1-#-'?*

~~TboliJnaoiD& wu lotixomodus.Ji day of~~ 1/11/2001, h/
y/k)s 4 as 7,1 as Trailside Land Company, a Florida Corporation, who acknowledged that they
executed this instrument as such Officer of said Corporation, and that the seal affixed is the corporate seal of
said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free
act of said Corporation, and who are personally known to me or who have produced _____
as identification and who did take an oath.

DEAR,



Joseph D. Grossi, Jr.
MY COMMISSION # CC837768 EXPIRES
July 30, 2003
BONDED THRU TROY FAIN INSURANCE, INC.



Joseph D. Brusso, Jr.

(Print)

My Commission Expires: 7/30/13

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRAILSIDE**

MRD to the Declaration of Covenants and Restrictions for Trailside, is made this 05 day of Feb, 2002, by TRAILSIDE LAND COMPANY, A FLORIDA CORPORATION ("Declarant"), joined by the TRAILSIDE HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT ("Association").

RECITALS

WHEREAS, the Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Trailside, dated October 22, 1999, and recorded in Official Records Book 1443, Page 312, the Public Records of Martin County, Florida (the "Declaration"); and

WHEREAS, the Declarant wishes to amend the Declaration in order to resolve ambiguities contained within Article XX, concerning restrictions on individual Lot development imposed by the South Florida Water Management District, as further set forth in the District's Environmental Resource Permit, and Martin County, as further set forth the Preserve Area Management Plan; and

WHEREAS, the Declarant reserved the right to amend the Declaration during the period of time that the Declarant is entitled to appoint a majority of the members of the Board of Directors, exercising its "Right to Administer"; and

WHEREAS, pursuant to the Declaration the Declarant at this time remains entitled to appoint a majority of the members of the Board of Directors and the Declarant has exercised its "Right to Administer".

NOW THEREFORE, pursuant to the Declaration, the Declarant hereby amends the Declaration as follows (As used herein, words underlined are added and words stricken are deleted):

Article XX, Section 20.3 of the Declaration shall be amended to read as follows:

20.3. Prior to the construction of any improvements and development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a "use" under this provision), the Lot Owner shall obtain the required permit modification from the South Florida Water Management District and the approval of the Association in accordance with this Declaration. Individual Lot development shall consist of the construction of on-site lakes, perimeter swales, control structures, scrapedowns, and such other improvements for the Storm Water Management System in accordance with the master Environmental Resource Permit and the associated Permit Staff Report issued by the South Florida Water Management District. The Storm Water Management System may consist of a combination of swales and lakes as outlined in the permit.

A. Lakes shall meet the following criteria:

- ~~_____ (i) Lakes shall be a minimum of one half (5) acres in total mea.~~
- ~~_____ (ii) Lakes shall have a minimum width of one hundred feet (100').~~
- ~~_____ (iii) Lakes not to exceed five (5) acres in total mea.~~

~~(i.) Lakes shall not be excavated deeper than twelve feet (12') below natural grade.~~
~~(i.) Lakes shall be located a minimum of two hundred feet (200') from the conservation easement.~~

~~(i.) Lakes shall not be connected to any outfall or receiving body.~~
~~(vii) Lakes shall not be used as an irrigation water source.~~

~~1.f. Swales and berms shall meet the following criteria:~~

~~(i) All swales and berms shall be located outside of a 1/2 Conservation Area.~~
~~(ii) All swales and berms shall not exceed 12" in depth or height and be trimmed to natural ground.~~

~~(iii) Perimeter swales must be constructed in same configuration as minimum wetland perimeter swale, as shown in the Construction Plans.~~

~~C. Building and in-penious coverage shall meet the following criteria:~~

~~(i) All Lots are permitted to have a maximum building coverage of 8.17 acre.~~
~~(ii) All Lots are permitted to have a maximum in-penious (perennial, sidewalk, etc.) coverage of 8.86 acre.~~

~~(iii) All Lots are required to provide water quality treatment equal to 1st order Lot 12.5¹⁴ times the percent of impervious coverage (whichever is greater).~~

~~D. Water use:~~

~~(i) Other than the installation of a two inch (2") well for domestic residential use, no other groundwater or surface water are authorized.~~

~~(ii) Additional use of ground or surface water will require a Conditional Use Permit from the South Florida Water Management District.~~

Prior to the construction or development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a "use" under this provision), the Lot Owner shall be responsible for submitting an application for a permit modification to the South Florida **Water** Management District. Upon completion of the improvements on individual Lots, the improvements will become part of the project's Stormwater Management System and shall be subject to the terms and conditions of this Declaration, the rules and regulations of the South Florida Water Management District, including the Environmental Resource Permit attached as Exhibit "D" and the Preserve Area Management Plan and Permit Staff Report attached as Exhibit "E", and all other applicable governmental or regulatory authorities. Further, upon completion of the improvements each Lot Owner shall be obligated to maintain their Lot related portion of the Stormwater Management System in accordance with the terms and provisions of the Preserve Area Management Plan, the Environmental Resource Permit and the Permit Staff Report, this Declaration, and all amendments thereto.

2. The capitalized terms in this Third Amendment shall have the same meaning as the defined terms in the Declaration. This Third Amendment modifies the Declaration and is deemed to be a part thereof. Except as modified hereby, the terms and conditions of the Declaration remain in full force and effect. When the terms of this Third Amendment and those of the Declaration conflict, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants and Restrictions for Trailside has been signed by the Declarant and the Association on the day and year first above set forth. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

Signed, sealed and delivered in our presence as witnesses:

Witness
Thi M. Weyandt
Witness

STATE OF FLORIDA
COUNTY OF MARTIN

TRAILSIDE LAND COMPANY, a FLORIDA CORPORATION

Y: [Signature]

The foregoing instrument was known and acknowledged before me this 01 day of Feb, 2002, by [Signature] as President of Trailside Land Company, a Florida Corporation, who acknowledged that they executed this instrument as such Officer of the Corporation, and that the seal affixed is the corporate seal of said Corporation, and that said seal was affixed by due and regular corporate authority, and that it was the free act of said Corporation, and personally known to me or who have produced [Signature] as identification and who did take an oath.

(Seal)



MY COMMISSION EXPIRES
July 30, 2003
BONDED THRU TROY PAIR INSURANCE, INC.

[Signature]
Joseph J. Russo, Jr.
(Print Name)

Commission Expires: 7/30/03
My Commission Expires: 7/30/03

TRAILSIDE HOMEOWNERS ASSOCIATION, INC., a
FLORIDA CORPORATION, NOT-FOR-PROFIT

Witness
Lee M. Weyandt
Witness

BY: [Signature]
Attest: n/a

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 21 day of July, 2002, by
Lee M. Weyandt as Officer, and [Signature] as
of Trailside Homeowners Association, Inc., a Florida Corporation, Not for
profit, who acknowledged that they executed this instrument as such Officer of said Corporation, and that
the seal affixed is the corporate seal of said Corporation, and that said seal was correctly affixed in
corporate authority, and that it was the free act of said Corporation, and was personal to the
who have produced [Signature] as identification and who did take an oath.



(Seal)

Joseph O. Grosso, Jr.
MY COMMISSION# CCB37768 EXPIRES
July 30, 2003
NOTARY PUBLIC - FLORIDA

NOTARY PUBLIC

(Lee M. Weyandt)
(Print Name)
My Commission Expires: 7/30/03