

D6



**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., amended at OR Book 2520, Page 2946, et. seq., OR Book 2626, Page 375, et. seq., OR Book 3219, Page 1771, et. seq., OR Book 3271, Page 2758, et. seq., and OR Book 3312, Page 692, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on February 8, 2024.

1. Section 6.4 is hereby amended as follows:

6.4 Special Assessments. The Master Association shall have the power and authority to levy and collect a special Assessment from Members, the Club Owners, and Monarch Owner, for payment of the following: the acquisition of property by the Master Association; the cost of construction of capital improvements to the Common Property and Master Association Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; any proper Common Expense of the Association; and the expense of indemnification of each director and officer of the Master Association and each member of the Architectural Review Board. All special Assessments shall be at a uniform amount for each Parcel assessed, and all Members shall be assessed based upon the number of Parcels governed by the Members. Club Owners and Monarch Owner shall be assessed at an amount equal to their assigned Residential Parcels. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the Members of the Master Association, to be obtained at

a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

(The balance of Article 6 remains unchanged.)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on February 8, 2024.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15th day of February, 2024.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Kyle A. Hughes
Printed Name: Kyle A Hughes

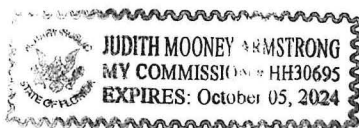
By: Timothy T. Graham
Timothy T. Graham President

Deena M Gephart
Printed Name: Deena M Gephart

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Timothy Graham, as President of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on 02/15, 2024.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

WITNESSES AS TO SECRETARY:

Kyle A. Hughes
Printed Name: Kyle A. Hughes

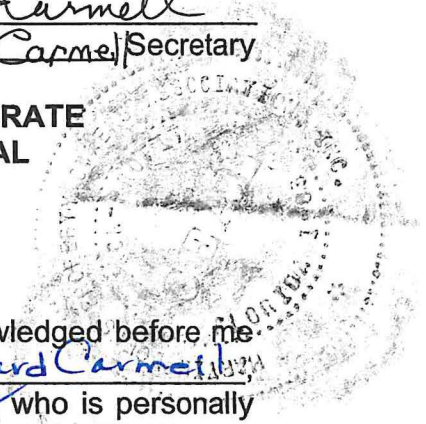
Amy Werner
Printed Name: Amy Werner

STATE OF FLORIDA
COUNTY OF Martin

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

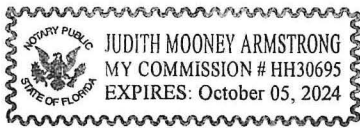
By: Bernard F. Carmel
Bernard F. Carmel Secretary

CORPORATE SEAL



The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Bernard Carmel as Secretary of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on 02/15/2024, 2024.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

D5

**CERTIFICATE OF AMENDMENTS
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., amended at OR Book 2520, Page 2946, et. seq., OR Book 2626, Page 375, et. seq., OR Book 3219, Page 1771, et. seq., and OR Book 3271, Page 2758, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on April 27, 2022.

1. Section 6.6(a) is hereby amended as follows:

6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, Club Owner or Monarch Owner, for the cost of maintenance, repairs and replacements within or without the Parcel, Club Facilities or Monarch Club Facilities as the case may be, which the Owner thereof, Club Owner or Monarch Owner has failed or refused to perform, and which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto each Parcel, Club Facility or Monarch Club Facilities, to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine.



(a) Fines. The Master Association may levy reasonable fines against a particular Parcel, Club Facility or Monarch Club Facility, for any violations by an Owner, Club Owner, Monarch Owner or by their family members, lessees, guests, licensees, invitees, employees or agents of the provisions contained in this Declaration, the Bylaws, the Articles of Incorporation, the declaration of covenants and restrictions or declaration of condominium for the Development(s), the bylaws for the Association(s), the articles of incorporation for the Association(s) and the Rules and Regulations and Traffic Regulations promulgated by the Master Association or Association(s) from time to time. A fine may not exceed \$250 per violation and the fine for a continuing violation may not exceed \$5,000 in the aggregate. A fine of \$1,000 or more may become a lien against the Parcel and enforceable in the same manner as liens for unpaid Assessments. Fines shall be levied in accordance with Florida Statute 720.305 (2021) as amended from time to time.

(The balance of Article 6 remains unchanged.)

4. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs were adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 27, 2022.

5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29th day of April 2022.

WITNESSES AS TO PRESIDENT:

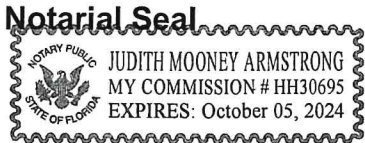
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Nancy Schilling
Printed Name: Nancy Schilling
Kyle A. Hughes
Printed Name: Kyle A. Hughes

By: Tim Graham
Timothy T. Graham President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Timothy Graham, as President of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on April 29th, 2022.



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

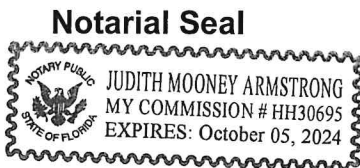
WITNESSES AS TO SECRETARY:

Kyle A. Hughes
Printed Name: Kyle A. Hughes

Nancy Schilling
Printed Name: Nancy Schilling

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Frank Trapani, as Secretary of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on April 29th, 2022.



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

By: Frank Trapani
Frank Trapani, Secretary

CORPORATE SEAL

D4

**CERTIFICATE OF AMENDMENTS
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FOR MARTIN DOWNS**

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The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on October 27, 2021.

1. Sections 6.3.2, 6.3.3, and 6.6(a) are hereby amended as follows:

6.3.2 Allocable and Discrete Common Expenses. The Common Expenses of the Master Association shall be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without limitation on the foregoing, the Board of Directors may determine in its sole discretion that certain Common Expenses exclusively and directly benefit some but not all of the Members ("Discrete Common Expenses") in which event the Board of Directors may ratably allocate those Discrete Common Expenses only among those Members that the Board of Directors determines are benefited thereby. The Board of Directors may determine in its sole discretion that other Common Expenses (e.g. mowing of the rights-of-way on Martin Downs Boulevard, Matheson Avenue and High Meadow Avenue, administration expenses of the Master Association, and maintenance of the master drainage system in Martin Downs) benefit all of the Members and do



not exclusively and directly benefit only one or a few Members ("Allocable Common Expenses"). These Allocable Common Expenses shall be ratably assessed to all Members, subject to the limitations set forth herein and in Section 6.3.3. The Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of Property from all Common Expenses (e.g. portions of the Property owned by religious organizations and used primarily for religious purposes), and the Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of the Property from certain Common Expenses (e.g. a portion of the Property that does not directly benefit from and/or is not connected in any manner to the master drainage system for Martin Downs may be excluded from Allocable Common Expenses related to the master drainage system). After the Board of Directors determines which Members will be responsible for a particular Common Expense (either Discrete Common Expenses or Allocable Common Expenses), the Board of Directors shall then determine the total number of Residential Parcels ("Pool") that will pay that particular Common Expense. The Pool shall be determined by adding the number of Residential Parcels that are controlled by each Member Association that the Board of Directors determines are benefited by that Common Expense, to the number of Residential Parcels that have been allocated or assigned to each Institutional Parcel, Club Facilities, or Monarch Club Facilities that the Board of Directors determines is also benefited by that Common Expense. The Board of Directors shall then allocate that Common Expense ratably among each of the benefited Members. The portion of that Common Expense allocated to each benefited Member Association shall be based upon a fraction the denominator of which shall be number of Residential Parcels in the Pool and the numerator of which shall be the number of Residential Parcels controlled by that Member Association. The portion of that Common Expense allocated to each benefited Institutional Parcel, Club Facilities, Monarch Club Facilities shall also be based on a fraction the denominator of which shall be the number of Residential Parcels in the Pool and the numerator of which shall be the number or Residential Parcels assigned or allocated to each such benefited portion of the Property.

6.3.3 Limitation on Assessments. Notwithstanding anything to the contrary in Sections 6.3.1 and 6.3.2, the following limitations shall take precedence over such provisions. Residential Parcels, Institutional Parcels, the Club Facilities, the Monarch Club Facilities shall be assessed in accordance with the following limitations:

(a) Residential Parcels. The Property described as Parcel 25 on Exhibit "A" attached hereto shall not pay any Assessments and shall

not receive any services from the Master Association. The Property described as Parcel 39 on Exhibit "A" attached hereto shall not receive security services, and therefore shall not pay any Allocable Common Expenses for security. The Property described as Parcel 39 on Exhibit "A" attached hereto also shall not be connected to the master drainage system for Martin Downs and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(b) Institutional Parcels. Unless the Board of Directors hereafter agrees to provide security services to an Institutional Parcel, no Institutional Parcel shall receive security services from the Master Association, and therefore Institutional Parcels shall not pay allocable Common Expenses for security. If an Institutional Parcel hereafter receives security services from the Master Association, then it shall be ratably assessed for security services as part of its Allocable Common Expenses now or hereafter assigned to that particular Institutional Parcel. The Property described as Parcel 36 and Parcel 40 on Exhibit "A" attached hereto shall receive no services from the Master Association and shall pay no Assessments during such period of time that those Parcels are not subject to ad valorem taxes. The Property described as Parcel 42 on Exhibit "A" attached hereto shall not receive services from the Master Association and shall not pay any Assessments. The Property described as Parcel 33 on Exhibit "A" attached hereto shall not be connected to the master drainage system for Martin Downs, and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(c) Club Facilities and Monarch Club Facilities. The Club Facilities and Monarch Club Facilities shall each be assessed for those Discrete Common Expenses that the Board of Directors determines benefit those properties. In addition, the Club Facilities and Monarch Club Facilities shall each be assessed for all Allocable Common Expenses. The Club Facilities shall be assigned seventy-five (75) Residential Parcels and the Monarch Club Facilities shall be assigned sixty (60) Residential Parcels, as their respective share of the Allocable Common Expenses.

6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, Club Owner or Monarch Owner, for the cost of maintenance, repairs and replacements within or without the Parcel, Club Facilities or Monarch Club Facilities as the case may be, which the Owner thereof, Club Owner or Monarch Owner has failed or refused to perform, and

which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto each Parcel, Club Facility or Monarch Club Facilities, to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine.

(a) Fines. The Master Association may levy reasonable fines against a particular Parcel for any violations by Owners or by Owners' family members, lessees, guests, licensees, invitees, employees or agents of the provisions contained in this Declaration, the Bylaws, the Articles of Incorporation, the declaration of covenants and restrictions or declaration of condominium for the Development(s), the bylaws for the Association(s), the articles of incorporation for the Association(s) and the Rules and Regulations and Traffic Regulations promulgated by the Master Association or Association(s) from time to time. A fine may not exceed \$250 per violation and the fine for a continuing violation may not exceed \$5,000 in the aggregate. A fine of \$1,000 or more may become a lien against the Parcel and enforceable in the same manner as liens for unpaid Assessments. Fines shall be levied in accordance with Florida Statute 720.305 (2021) as amended from time to time.

(The balance of Article 6 remains unchanged.)

2. Article 10 is hereby amended as follows:

ARTICLE 10
INSURANCE

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Master Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

Each Member of the Master Association shall obtain and maintain comprehensive general liability insurance covering the Member's property and insuring the Member for all damage or injury caused by the negligence of the Member or any of its agents. The Master Association shall be named as an additional insured on all general liability policies. A certificate confirming general liability coverage and naming the Master Association as an additional insured shall be provided annually to the Master Association.

(The balance of Article 10 remains unchanged.)

3. Article 14 is hereby amended as follows:

ARTICLE 14
SECURITY SERVICES

In order to protect the Property and to provide it with security, the Developer established security services providing for restricted access to certain portions of the Property. The cost associated with providing the restricted access security services to the Property shall be charged to Members in accordance with Article 6 above. The Master Association shall provide restricted access security services to the Property in the same manner established by the Developer when each Parcel was submitted to the terms and conditions of the Declaration.

(The balance of Article 14 remains unchanged.)

4. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs were adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on October 27, 2021.

5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 2nd day of November 2021.

WITNESSES AS TO PRESIDENT:

**MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.**

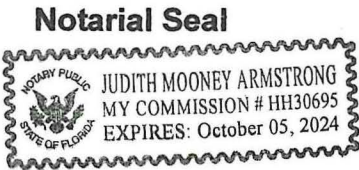
Kyle A. Hughes
Printed Name: Kyle A. Hughes

Randal Hoffel
Printed Name: Randal Hoffel

By: Timothy T. Graham
Timothy T. GRAHAM President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Timothy Graham as President of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on November 02, 2021.



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

WITNESSES AS TO SECRETARY:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Deborah C. Allen
Printed Name: DEBORAH C. ALLEN

By: Frank P. Trapani
FRANK P. TRAPANI Secretary

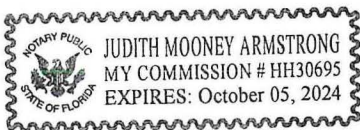
Kyle A. Hughes
Printed Name: Kyle A. Hughes

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Frank Trapani, as Secretary of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on October 29, 2021.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

D3



**CERTIFICATE OF AMENDMENT
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The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on April 28, 2021.

1. The Parcel 16 section of Exhibit "A" is hereby amended as follows:

Parcel 16. Village Club and Crane Creek Golf Course Starting Facility.
Submitted in Sixteenth Amendment.

VILLAGE CLUB

All of the Plat of Crane Creek Racquet Club – Phase 1, according to the Plat thereof as recorded in Plat Book 10, Page 24, public records of Martin County, Florida.

LESS AND EXCEPT the following described parcel:

A parcel of land lying in Section 12, Township 38 South, Range 40 East Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the S.W. corner of said Section 12, thence N 0°29' 53"E, a distance of 733.05 feet; thence S 89° 30' 07"E, a distance of 934.03 feet to a point on the Easterly right-of-way of Racquet Club Drive, a 50.0 feet right-of-way said POINT also being the POINT OF BEGINNING, thence 32° 43' 20" E, a distance of 30.00 feet; thence N 57° 16' 40" W, a distance of 30.00 feet; thence S 32° 43' 20" W, a distance of 30.00 feet to a point of the Easterly right-of-way of said Racquet Club Drive; thence Southeasterly along said right-of-way to the POINT OF BEGINNING.

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North 16° 07' 58" West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North 16° 07' 58" West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North 67° 06' 40" East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South 50° 25' 22" East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South 56° 32' 48" East, a distance of 134.24 feet; Thence

South 62° 59' 14" East, a distance of 114.49 feet; Thence

South 15° 56' 43" East, a distance of 385.85 feet; Thence
South 44° 54' 13" West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South 31° 31' 26" West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

Along with Parcel 4 above, this parcel shall have a total of 75 votes/assessed for a total of 75 Residential Parcels. The above described Village Club property shall be allocated 3 of the 75 votes and assessed for 3 Residential Parcels. Parcel 4 above shall be allocated 40 of the 75 votes and assessed for 40 Residential Parcels. Crane Creek Starting Facility described above shall be allocated 32 of the 75 votes and assessed for 32 Residential Parcels.

(The balance of Declaration and Exhibits remain unchanged.)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 28, 2021.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 28th day of April 2021.

WITNESSES AS TO PRESIDENT:

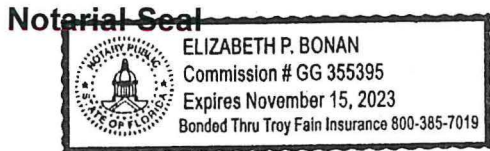
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Jody Armstrong
Printed Name: Jody Armstrong
Elizabeth Bonan
Printed Name: ELIZABETH BONAN

By: Timothy T. Graham
Timothy T. Graham President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Timothy Graham, as President of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced _____ as identification on April 28, 2021.



Elizabeth Bonan
Notary Public
Print Name: ELIZABETH BONAN
My Commission Expires: 11/15/23

WITNESSES AS TO SECRETARY:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Jody Armstrong
Printed Name: Jody Armstrong
Elizabeth Bonan
Printed Name: ELIZABETH BONAN

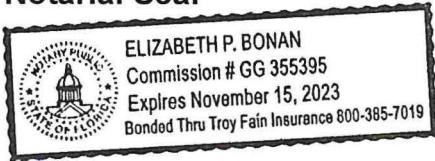
By: Frank T. Tapani
FRANK TAPANI, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Frank Tapanis, as Secretary of Martin Downs Property Owners Association, Inc. who is personally known to me, or who has produced _____ as identification on _____, 2021.

Notarial Seal



Notary Public
Print Name: ELIZABETH BONAN
My Commission Expires: 11/15/23

**JOINDER AND CONSENT TO AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The undersigned, Palm City Golf, LLC, is the record title holder of the following described property:

Portion of Parcel 16:

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North 16° 07' 58" West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North 16° 07' 58" West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North 67° 06' 40" East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South 50° 25' 22" East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South 56° 32' 48" East, a distance of 134.24 feet; Thence

South 62° 59' 14" East, a distance of 114.49 feet; Thence

South 15° 56' 43" East, a distance of 385.85 feet; Thence
South 44° 54' 13" West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South 31° 31' 26" West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

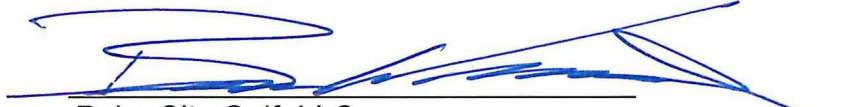
Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

By the signature below, the undersigned agrees and consents, for itself, grantees, successors and assigns, to the foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs.

Dated April 21, 2021

WITNESSES:


Printed Name: Laurie Rusk Sewell


Palm City Golf, LLC
By: BRIAN WENRICK
Its: MANAGER


Printed Name: Vance C. Stranburg

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged/sworn/subscribed before me this 21st day of APRIL, 2021, by BRIAN WENRICK, the MANAGER of Palm City Golf, LLC, who appeared in person or by online notarization, and who is personally known to me or has produced a driver's license as identification.

Notarial Seal

LAURIE RUSK SEWELL
MY COMMISSION # GG 217937
EXPIRES: May 19, 2022
Bonded Thru Notary Public Underwriters


Notary Public

**JOINER AND CONSENT TO AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The undersigned, Greenwood Investment Group, LLC, is the record title holder of the following described property:

Parcel 4:

All of Martin Downs Country Club, Plat No. 10 ("Plat No. 10") according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 63.

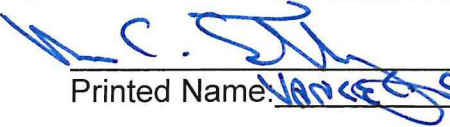
By the signature below, the undersigned agrees and consents, for itself, grantees, successors and assigns, to the foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs.

Dated April 21, 2021

WITNESSES:


Printed Name: LAURIE RUSK SEWELL


Greenwood Investment Group, LLC
By: BRIAN WENRICK
Its: MANAGER

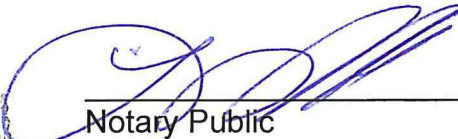

Printed Name: VANCE STRAINBURG

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged/sworn/subscribed before me this 21st day of APRIL, 2021, by BRIAN WENRICK, the MANAGER of Greenwood Investment Group, LLC, who appeared in person or by online notarization, and who is personally known to me or has produced a driver's license as identification.

Notarial Seal




Notary Public

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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., and further amended at OR Book 2520, Page 2946, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on November 28, 2012.

1. Article 10 is amended to read as follows:

ARTICLE 10
INSURANCE

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Master Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

Each Member of the Master Association shall obtain and maintain comprehensive general liability and property damage insurance covering the Member's property and insuring the Member for all damage or injury caused by the negligence of the Member or any of its agents. The Master Association shall be named as an additional insured on all such policies. A certificate confirming coverage and naming the Master

Association as an additional insured shall be provided annually to the Master Association.

(The balance of Declaration remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on November 28, 2012.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 1st day of January 20123.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

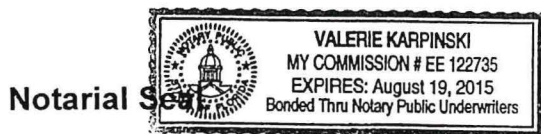
[Signature]
Printed Name: Henry Rivera

By: [Signature]
Dennis M. Rohan, President

[Signature]
Printed Name: Kyle A Hughes

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on December 3, 2012, by Dennis M. Rohan, as President of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

Henry Rivera
Printed Name: Henry Rivera

Kyle A. Hughes
Printed Name: Kyle A. Hughes

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

By: Robert Graves
ROBERT GRAVES, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on January 14, 2012³, by Robert Graves, as Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Valerie Karpinski
Notary Public

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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 27, 2011.

1. Section 4.5 is amended to read as follows:

4.5 Traffic Regulations. The Master Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Martin Downs, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Master Association. The Master Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided herein below. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before a Committee of Parcel Owners who are not on the Board of Directors of the Master Association or an officer of the Master Association or related to a Board member or officer of the Master Association, prior to the imposition of any fine.

The right of the Master Association to post motor vehicle speed limits, to promulgate traffic regulations for use of the Streets and to establish enforcement mechanisms for violation of the traffic regulations in relation to any Streets which have been dedicated to any Association on any plat of the Property or conveyed to any Association by deed or other instrument shall be assigned to the Association which has been dedicated or conveyed the Street. This assignment may be revoked at any time, as to a particular Association or Street or to all Association's and all Streets so assigned, upon resolution of the Board of Directors and written notice to the particular Association or Associations.

(The balance of Section 4.5 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 27, 2011.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 25th day of May, 2011.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Henry Rivera
Printed Name: HENRY RIVERA

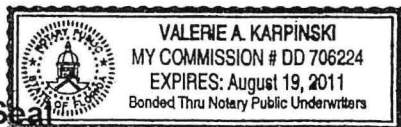
By: Dennis M. Rohan, President

Valerie Karpinski
Printed Name: VALERIE KARPINSKI

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on May 25, 2011, by Dennis M. Rohan, as President of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Valerie Karpinski
Notary Public

WITNESSES AS TO SECRETARY:

[Signature]
Printed Name: Todd N Rosenkrans

[Signature]
Printed Name: Dennis M. Reha

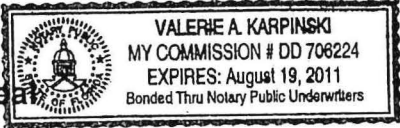
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
ROBERT GRAVES, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on May 25, 2011, by Robert Graves, as Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal 

[Signature]
Notary Public

RECORD\RETURN TO:
Earle & Bonan, P.A.
Office Box 2401, Stuart, Florida 34995

A&R Declaration

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MARTIN DOWNS

The purpose of this Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is to continue the purposes of the DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed the 2nd day of May 1983, by SOUTHERN LAND GROUP, INC., a Florida corporation ("Developer"); joined by MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Master Association"), and recorded at Official Records Book 571, Page 788 et seq., Public Records of Martin County, Florida. Amendments to the Declaration have been recorded in the Official Records of Martin County, Florida at the following Official Record books and pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/610, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2549, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330.

WITNESSETH:

WHEREAS, the real property located in Martin County, Florida and legally described in Exhibit "A", attached hereto and made a part hereof (the "Property") is known as "Martin Downs" ; and

WHEREAS, a general plan and uniform scheme of development and improvement was established for the Property; and

WHEREAS, in order to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, the Property was subjected to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations,

assessments, charges, liens and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions for Martin Downs.

ARTICLE 1
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- 1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time, a copy of which is attached hereto as Exhibit "B".
- 1.3 "Assessment" shall mean and refer to those charges made by the Master Association from time to time, against each Parcel within the Property, and against the Club Owners and Martin Downs Utilities, for the purposes and subject to the terms, set forth herein.
- 1.4 "Association(s)" shall mean and refer to the homeowners and condominium association(s) created or to be created to govern a portion of the Property.
- 1.5 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.
- 1.6 "By-Laws" shall mean and refer to the By-Laws of the Master Association as they may exist from time to time, a copy of which is attached hereto as Exhibit "C".
- 1.7 "Club Facility" or "Club Facilities" shall mean and refer to the Golf Club Facilities and the Racquet Club Facilities, and such other properties and improvements as may now or hereinafter be constructed, acquired or designated as "Club Facilities" by Developer or other Club Owner(s).
- 1.8 "Club Owner(s)" shall mean and refer to C.C. Golf Properties, Inc., a Florida corporation, Developer, C.C. Racquet Properties, Inc., a Florida corporation, and such other entities or persons that may now or hereinafter own, construct or acquire Club Facilities within Martin Downs.

- 1.9 "Clubs" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Club Facilities.
- 1.10 "Common Expenses" shall mean and refer to all expenses incurred by the Master Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.11 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Master Association on any recorded subdivision plats of the Property, or conveyed to the Master Association by deed.
- 1.12 "Common Surplus" shall mean and refer to the excess of all receipts of the Master Association, including but not limited to Assessments, rents, profits and revenues in excess of the amount of Common Expenses.
- 1.13 "County" shall mean and refer to Martin County, Florida.
- 1.14 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.
- 1.15 "Developer" shall mean and refer to Southern Land Group, Inc., a Florida corporation, its parents, subsidiaries and affiliates, and their successors and assigns.
- 1.16 "Developments" shall mean and refer to such residential, commercial or other developments which are now or hereafter located within Martin Downs.
- 1.17 "Dwelling" shall mean and refer to a residential dwelling unit, including, without limitation, a single family dwelling, patio home, town house or villas, constructed or to be constructed on a Lot or a condominium unit.
- 1.18 "Existing Club Owners" shall mean and refer to entities or persons which are presently owners of Club Facilities.
- 1.19 "Golf Club Facilities" shall mean and refer to those properties and the improvements thereon which were owned by C.C. Golf Properties, Inc., a Florida corporation, and that eighteen (18) hole championship golf course which was owned by Developer and known as the Osprey Course, and such ancillary improvements located thereon.
- 1.20 "Golf Club Owners" shall mean and refer to C.C. Golf Properties, Inc., a Florida corporation, its successors and assigns, Developer, and such

other entities or persons that may now or hereinafter own or acquire Golf Club Facilities within Martin Downs.

- 1.21 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.
- 1.22 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government or Developer, which holds a first mortgage of public record on any Parcel, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.
- 1.23 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on any subdivision plat of the Property.
- 1.24 "Martin Downs" shall mean and refer to the planned unit development which is located in Martin County, Florida and known as Martin Downs, as same is legally described in the P.U.D. Agreement.
- 1.25 "Master Association" shall mean and refer to MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- 1.26 "Master Association Property" shall mean and refer to all real and personal property, other than the Common Property, which may be acquired by the Association for the benefit and private, common use and enjoyment of all Owners.
- 1.27 "Member" shall mean and refer to an Association which is a member of the Master Association, to the Club Owner(s), to the fee simple owner of an Institutional Parcel and to the Monarch Owner, all of which are members of the Master Association.
- 1.28 "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

- 1.29 "Parcel" shall mean and refer to Residential Parcels and Institutional Parcels.
- 1.30 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof and any other property subsequently subjected to this Declaration, pursuant to the provisions hereof.
- 1.31 "P.U.D. Agreement" shall mean and refer to the Planned Unit Development Zoning Agreement between the County, Developer, Southern Realty Group, Inc., a Florida corporation, and South Florida Land, Inc., a Florida corporation, dated August 8, 1980, and recorded in Official Record Book 502, Page 1646, in the public records of Martin County, Florida, as amended or as may hereafter be amended.
- 1.32 "Racquet Club Facilities" shall mean and refer to those properties and the improvements thereon which were owned by C.C. Racquet Properties, Inc., a Florida corporation.
- 1.33 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed within Martin Downs and which is dedicated to the Master Association or any Association on any plat of the Property or conveyed to the Master Association or any Association by deed or other instrument, whether same is designated as street, highway, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.
- 1.34 "Surface Water Management System" shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.
- 1.35 "Institutional Parcels" shall mean and refer to those portions of the Property upon which commercial improvements (including without limitation office or retail commercial buildings, banks, savings and loans, or other financial institutions), post offices, churches, governmental or quasi-governmental structures, have been or are to be constructed. The term "Institutional Parcel" specifically does not include the Clubs, Monarch Club or the Country Club Property.
- 1.36 "Residential Parcel" shall mean and refer to a Dwelling and the Lot on which the Dwelling is located, if any.
- 1.37 "Monarch Club" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Monarch Club Facilities.

- 1.38 "Monarch Club Facilities" shall mean and refer to any golf and tennis club facilities, clubhouse country club and related recreational and maintenance amenities and improvements and properties as may now or hereafter be constructed or located upon the Monarch Club Property, including any additional property which may be hereafter designated as Monarch Club Property.
- 1.39 "Monarch Owner" shall mean and refer to all persons or entities who collectively own the fee simple title to the Monarch Club Property.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this Declaration is set forth on Exhibit "A" attached hereto and incorporated by reference.

ARTICLE 3
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. The Master Association was formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Master Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and in the declarations of covenants and restrictions for the Developments and the rules and regulations promulgated by the Master Association and the Associations and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Master Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Master Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617 (the "Florida Not for Profit Corporation Act") and Florida Statutes, Chapter 720, both as amended from time to time.

3.2 Membership. Each Association created with respect to any property now or hereafter subjected to this Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. The fee simple owner of the Club Facilities, Country Club Property, Monarch Club Facilities and each Institutional Parcel shall be a member of the Master Association upon recordation of an amendment to the Declaration submitting such facility or Institutional Parcel to the Declaration. Membership held by a fee simple owner of the Club Facilities, Country Club Property, Monarch Club Facilities and an Institutional Parcel shall continue until such time as such fee simple owner transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership with respect to such facility or Institutional Parcel shall automatically be conferred upon the transferee. Membership held by the fee simple

owner of the Club Facilities, Country Club Property, Monarch Club Facilities and an Institutional Parcel shall be appurtenant to and may not be separated from ownership of the facility or Institutional Parcel. No person or entity holding an interest of any type or nature whatsoever in the Club Facilities, Country Club Property, Monarch Club Facilities and an Institutional Parcel only as security for the performance of an obligation shall be a Member.

3.3 Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Residential Parcel subject to its control, to be exercised by that member of the Board of Directors appointed by the Association. Institutional Parcels, Club Facilities, Country Club Property and Monarch Club Facilities shall have the votes designated on Exhibit "A" attached hereto. Votes shall be cast or exercised by each Member in such manner as may be provided in the By-Laws of the Master Association. Each Association shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such Association. In the absence of such designation, the Association shall not be entitled to vote on any matters coming before the Board of Directors. The owner of each Institutional Parcel, the Club Facilities, Country Club Property, and the Monarch Club Facilities shall file with the Secretary of the Master Association, a notice designating the name of the individual who shall represent the parcel on the Board of Directors of the Master Association and who shall be authorized to cast the votes of the Parcel. In absence of such designation, no votes shall be cast on behalf of the parcel.

3.4 Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the Bylaws of the Master Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Master Association, or any right, interest or privilege which may be transferable, or which shall continue while it is not in good standing. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any Assessment. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Master Association.

ARTICLE 4 **ASSOCIATION PROPERTY AND COMMON PROPERTY**

4.1 Title to Common Property. The Master Association shall hold title and be responsible for the management, maintenance and operation of the Common Property

and the Master Association Property, and for the payment of all property taxes and other assessments which are liens against the Common Property and the Master Association Property.

4.2 Acquisition and Conveyance of Property. The Master Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory or use interests as the Master Association may determine to be appropriate. Upon amendment to this Declaration, the Master Association may convey Common Property and facilities to successor entities established for the public ownership, maintenance, operation and management of such Common Property and facilities, such as a Municipal Service Taxing or Benefit Unit, a Uniform Community Development District as provided by Chapter 125.01, Florida Statutes, or other acceptable governmentally approved ownership entity(s).

4.3 Maintenance of Master Association Property and Common Property. The Master Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Master Association Property and the Common Property. Specifically, the property the Master Association shall maintain and be responsible for shall include, but not be limited to the following:

- 4.3.1 Such security system(s), guard house(s) and other security facilities which shall be operated and maintained for the benefit of the Parcels within Martin Downs.
- 4.3.2 All Streets within Martin Downs which are dedicated to the Master Association on any plat of any portion of Property; or conveyed to the Master Association.
- 4.3.3 The Surface Water Management System.
- 4.3.4 Preservation Zone. The preservation zone, as shown on the plat for Heronwood, shall remain free of alterations and structures, except for erosion control, landscape vegetation or access, as approved by the Board of County Commissioners of Martin County, Florida.

4.4 Rules and Regulations Governing Use of Master Association Property and Common Property. The Master Association, through its Board of Directors, shall regulate the use of Master Association Property and the Common Property by its Members and by Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee, without the prior

written consent of such Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members of the Master Association at the Master Association office. Such rules and regulations, and all provisions, restrictions and covenants contained in this Declaration and the declarations of covenants and restrictions for the Developments, including, without limitation, all architectural and use restrictions contained therein, may be enforced by legal or equitable action of the Master Association.

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4.5 Traffic Regulations. The Master Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Martin Downs, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Master Association. The Master Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided herein below. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before a Committee of Parcel Owners who are not on the Board of Directors of the Master Association or an officer of the Master Association or related to a Board member or officer of the Master Association, prior to the imposition of any fine.

4.6 Owners Easements of Enjoyment. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Master Association Property and Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Parcel.

4.7 Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.7.1 The right of the Master Association to borrow money for the purpose of improving the Master Association Property and Common Property and, in connection therewith, to mortgage the Common Property.
- 4.7.2 The right of the Master Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- 4.7.3 The right of the Master Association to suspend the enjoyment rights and easements of any Owner, his family, guests, employees and invitees, for any period during which an Assessment remains unpaid by the Association to which the Owner belongs, and for any period during which such Association or Owner is in violation of this Declaration, the declarations of covenants and restrictions for any

Development, or any of the rules and regulations promulgated by the Master Association, or by any Association.

- 4.7.4 The right of the Master Association to properly maintain the Master Association Property and Common Property.
- 4.7.5 The rules and regulations and the Traffic Regulations governing the use and enjoyment of the Master Association Property and Common Property, as promulgated by the Master Association.
- 4.7.6 The right of Developer and the Master 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.
- 4.7.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.
- 4.7.8 All of the provisions of this Declaration, the declarations of covenants and restrictions for the Developments, and the Articles of Incorporation and By-Laws of the Master Association and the respective Association and all exhibits thereto, and all rules and regulations adopted by the Master Association and the respective Association, and the Traffic Regulations, as same may be amended from time to time.

4.8 Continual Maintenance. In the event of a permanent dissolution of the Master Association, the Members shall immediately thereupon hold title to the Master Association Property and Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. The Master Association shall not be dissolved except in accordance with Article V of the P.U.D. Agreement. In no event shall the County be obligated to accept any dedication offered to it by the Master Association or the Members pursuant to this section, but the County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

4.9 Clubs. The purchase of a Parcel does not entitle an Owner to an equity membership in any Club, nor to any right, title or interest in the Club Facilities, or Monarch Club Facilities, and the Club Owners or Monarch Owner shall retain all right, title and interest in the Club Facilities.

4.10 Crane Creek Developments. Property owners in the nearby developments known as Crane Creek Country Club and Crane Creek Racquet Club shall have the right to use certain Streets and other facilities within Martin Downs, subject to the rules and regulations promulgated by the Master Association.

ARTICLE 5
EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

- 5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Developer. The Master Association and its successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.
- 5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Master Association and/or other entities, as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod), which may interfere with the installation and maintenance or which may obstruct or retard the flow of water through drainage channels, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Developer. The Master Association and its successors and assigns (or such other entity as is indicated on the plats of the Property) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Master Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district.
- 5.1.3 The Common Property and Master Association Property is hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Master Association, employees and agents of the Master Association, and of any management entity contracted by the Master Association in order that such employees, agents or management entity may carry out their duties.
- 5.1.4 An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

- 5.1.5 An easement is hereby granted to members of the Golf Clubs and their guests, and to the Golf Club Owners and their agents and employees to permit the doing of every act necessary and incident to the playing of golf on the golf courses adjacent to the Parcels. These acts shall include, but not be limited to, the recovery of golf balls from Parcels, the flight of golf balls over and upon Parcels, the use of necessary and usual equipment upon the golf courses, the creation of the usual and common noise level associated with the playing of the game of golf, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation and maintenance of a golf club.
- 5.1.6 A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Clubs and the Country Club Property to all members thereof, and the owner of the Country Club Property, its employees, members, guests, and invitees, regardless of whether such members are also Owners. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.
- 5.1.7 A non-exclusive easement is hereby granted to Martin County Utilities for ingress and egress over, across and through all Streets for access to and from Martin County Utilities and the utilities located within Martin Downs, by the owners, employees, agents and licensees of Martin County Utilities. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.
- 5.1.8 A nonexclusive easement is hereby granted to the Club Owners and all agents, employees, members, guests and invitees thereof, for ingress and egress over, across and through all Streets, bike paths, sidewalks and tunnels located throughout Martin Downs, for access to and from all Club Property and Club Facilities by the Club Owner(s), their agents, employees, members, guests, and invitees. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.
- 5.1.9 A non-exclusive easement is hereby granted to the Monarch Owner and all agents, employees and officers of the Monarch Owner and all members of the Monarch Club and their guests and invitees, for ingress and egress over, across and through all Streets, bike paths, sidewalks and tunnels located throughout Martin Downs for access to and from all of the Monarch Club Property and the Monarch Club Facilities. This easement is subject to all rules and regulations and

all Traffic Regulations promulgated by the Master Association from time to time.

5.1.10 A maintenance and access easement, twenty (20) feet in width, is hereby reserved to the Master Association, along the west boundary of Lots 13, 14, and 15 of Parcel 17 of Monarch Country Club, for the purpose of providing the Master Association with access to the lake located adjacent to said Lots 13, 14 and 15 for the purposes of maintenance thereof.

5.1.11 An easement over, across and upon that certain property designated below is hereby granted to the Master Association and any management entity contracted by the Master Association for purposes of maintaining or repairing that certain sign identifying Martin Downs.

A parcel of land being a portion of Pine Ridge at Martin Downs Village I, according to the plat thereof, as recorded in Plat Book 9, at Page 98 of the public records of Martin County, Florida, more particularly described as follows:

Commencing at the intersection of the north-south quarter section line of section 1s, township 38 South, Range 41 East, and the centerline of Martin Downs Boulevard, 200.00 feet in width, thence south 89°31'06" East, along said centerline of Martin Downs Boulevard, a distance of 1038.89 feet; thence South 00°28'54" west a distance of 100.00 feet to the point of beginning.

From the point of beginning: thence South 89°31'06" East a distance of 296.61 feet; thence south 00°28'31" West a distance of 142.69 feet; thence north 89°31'06" West a distance of 39.72 feet; thence North 32°19'24" West a distance of 65.65 feet; thence North 89°31'06" West a distance of 216.00 feet; thence North 03°00'42" West a distance of 87.69 Feet to the point of beginning.

The above described parcel containing 0.66338 acres, more or less.

5.2 Additional Easements. The Master Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Master Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restriction on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the A.R.B.

ARTICLE 6 **ASSESSMENTS AND LIENS**

6.1 Authority of Master Association. The Master Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Master Association, the Master Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Master Association, the Master Association Property and the Common Property; operation and maintenance of the Surface Water Management System; property taxes and assessments against and insurance coverage for the Common Property and the Master Association Property; legal and accounting fees; maintenance of the Streets; security costs; management fees; normal repairs and replacements; charges for utilities used upon the Master Association Property and the Common Property; cleaning services; expenses and liabilities incurred by the Master Association in the enforcement of its rights and duties against the Members, Owners or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments. General Assessments shall be made by the Master Association against all of the Property subject to this Declaration in accordance with the terms, conditions and limitations set forth in this Section.

6.3.1 General Procedures. General Assessments shall be made annually for the purpose of the maintenance and management of

the Master Association and for discharging the Common Expenses of the Master Association. The Master Association shall annually estimate the Common Expenses it expects to incur for the period of time involved therein and shall assess all Members sufficient money to meet this estimate, subject to the limitations set forth in Sections 6.3.2 and 6.3.3 hereof. In the event the Master Association shall determine at any time that the Assessments made are insufficient to pay the Common Expenses, or in the event of any emergency, the Board of Directors shall have the authority to levy and collect additional general Assessments to meet such needs. Subject to the limitations set forth in Section 6.3.3 hereof, the amount of the general Assessment may be equitably adjusted and allocated between all of the Members, based upon the level of services that the Board of Directors determines in its sole discretion that each Member has received or will receive, in accordance with Section 6.3.2 hereof. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually as the Board of Directors shall determine.

D4 6.3.2 Allocable and Discrete Common Expenses. The Common Expenses of the Master Association shall be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without limitation on the foregoing, the Board of Directors may determine in its sole discretion that certain Common Expenses exclusively and directly benefit some but not all of the Members ("Discrete Common Expenses") in which event the Board of Directors may ratably allocate those Discrete Common Expenses only among those Members that the Board of Directors determines are benefited thereby. The Board of Directors may determine in its sole discretion that other Common Expenses (e.g. mowing of the rights-of-way on Martin Downs Boulevard, Matheson Avenue and High Meadow Avenue, administration expenses of the Master Association, and maintenance of the master drainage system in Martin Downs) benefit all of the Members and do not exclusively and directly benefit only one or a few Members ("Allocable Common Expenses"). These Allocable Common Expenses shall be ratably assessed to all Members, subject to the limitations set forth herein and in Section 6.3.3. The Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of Property from all Common Expenses (e.g. portions of the Property owned by religious organizations and used primarily for religious purposes), and the Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of the Property from certain Common Expenses (e.g. a portion of the Property that does not directly benefit from and/or is not connected in any manner to

the master drainage system for Martin Downs may be excluded from Allocable Common Expenses related to the master drainage system). Without limitation on the foregoing, Common Expenses for roving security shall be assessed by the Board of Directors as a special category of Allocable Common Expenses that will be ratably assessed to all Members, except for Institutional Parcels and certain other portions of the Property that are now or may hereafter be specifically excluded from roving security services by the Board of Directors. After the Board of Directors determines which Members will be responsible for a particular Common Expense (either Discrete Common Expenses or Allocable Common Expenses), the Board of Directors shall then determine the total number of Residential Parcels ("Pool") that will pay that particular Common Expense. The Pool shall be determined by adding the number of Residential Parcels that are controlled by each Member Association that the Board of Directors determines are benefited by that Common Expense, to the number of Residential Parcels that have been allocated or assigned to each Institutional Parcel, Club Facilities, or Monarch Club Facilities that the Board of Directors determines is also benefited by that Common Expense. The Board of Directors shall then allocate that Common Expense ratably among each of the benefited Members. The portion of that Common Expense allocated to each benefited Member Association shall be based upon a fraction the denominator of which shall be number of Residential Parcels in the Pool and the numerator of which shall be the number of Residential Parcels controlled by that Member Association. The portion of that Common Expense allocated to each benefited Institutional Parcel, Club Facilities, Monarch Club Facilities shall also be based on a fraction the denominator of which shall be the number of Residential Parcels in the Pool and the numerator of which shall be the number or Residential Parcels assigned or allocated to each such benefited portion of the Property.

D4 6.3.3 Limitation on Assessments. Notwithstanding anything to the contrary in Sections 6.3.1 and 6.3.2, the following limitations shall take precedence over such provisions. Residential Parcels, Institutional Parcels, the Club Facilities, the Monarch Club Facilities shall be assessed in accordance with the following limitations:

(a) Residential Parcels. The Property described as Parcel 25 on Exhibit "A" attached hereto shall not pay any Assessments and shall not receive any services from the Master Association. The Property described as Parcel 39 on Exhibit "A" attached hereto shall not receive roving security services, and therefore shall not pay any Allocable Common Expenses for roving security. The

Property described as Parcel 39 on Exhibit "A" attached hereto also shall not be connected to the master drainage system for Martin Downs and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(b) Institutional Parcels. Unless the Board of Directors hereafter agrees to provide roving security services to an Institutional Parcel, no Institutional Parcel shall receive roving security services from the Master Association, and therefore Institutional Parcels shall not pay allocable Common Expenses for roving security. If an Institutional Parcel hereafter receives roving security services from the Master Association, then it shall be ratably assessed for roving security services as part of its Allocable Common Parcels now or hereafter assigned to that particular Institutional Parcel. The Property described as Parcel 36 and Parcel 40 on Exhibit "A" attached hereto shall receive no services from the Master Association and shall pay no Assessments during such period of time that those Parcels are not subject to ad valorem taxes. The Property described as Parcel 42 on Exhibit "A" attached hereto shall not receive services from the Master Association and shall not pay any Assessments. The Property described as Parcel 33 on Exhibit "A" attached hereto shall not be connected to the master drainage system for Martin Downs, and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(c) Club Facilities and Monarch Club Facilities. The Club Facilities and Monarch Club Facilities shall each be assessed for those Discrete Common Expenses that the Board of Directors determines benefit those properties. In addition, the Club Facilities and Monarch Club Facilities shall each be assessed for all Allocable Common Expenses, including Allocable Common Expenses for roving security. The Club Facilities shall be assigned seventy-five (75) Residential Parcels and the Monarch Club Facilities shall be assigned sixty (60) Residential Parcels, as their respective share of the Allocable Common Expenses. The Club Facilities and the Monarch Club Facilities shall receive roving security.

D6 6.4 Special Assessments. The Master Association shall have the power and authority to levy and collect a special Assessment from Members, the Club Owners, and Monarch Owner, for payment of the following: the acquisition of property by the Master Association; the cost of construction of capital improvements to the Common Property and Master Association Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director

and officer of the Master Association and each member of the Architectural Review Board. All special Assessments shall be at a uniform amount for each Parcel assessed, and all Members shall be assessed based upon the number of Parcels governed by the Members. Club Owners and Monarch Owner shall be assessed at an amount equal to their assigned Residential Parcels. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the Members of the Master Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

6.5 Emergency Special Assessments. The Master Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible, from Members, Club Owners and Monarch Owner, in such manner as the Board of Directors shall determine.

D4 6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, Club Owner or Monarch Owner, for the cost of maintenance, repairs and replacements within or without the Parcel, Club Facilities or Monarch Club Facilities as the case may be, which the Owner thereof, Club Owner or Monarch Owner has failed or refused to perform, and which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto each Parcel, Club Facility or Monarch Club Facilities, to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine.

D5 (a) Fines. The Master Association may levy reasonable fines against a particular Parcel for any violations by Owners or by Owners' family members, lessees, guests, licensees, invitees, employees or agents of the provisions contained in this Declaration, the Bylaws, the Articles of Incorporation, the declaration of covenants and restrictions or declaration of condominium for the Development(s), the bylaws for the Association(s), the articles of incorporation for the Association(s) and the Rules and Regulations and Traffic Regulations promulgated by the Master Association or Association(s) from time to time. Fines shall be levied in accordance with Florida Statute 720.305 (2007) as amended from time to time.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from Master Association to the Members, Club Owners or Monarch Owners shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against all Parcels governed by, and all property owned by, the Member against which the Assessment is made, property owned by the Club Owner or Monarch Owner, as the case may be, and shall also be the continuing personal obligation of the Member, the Club Owner, or Monarch Owner, as the case may be. Any successor in title to any Owner, Club Owner or Monarch Owner shall be held to constructive notice of the records of the Master Association to determine the existence of any delinquency in the payment of Assessments by the Association to which the Parcel is subject, by a Club Owner, or Monarch Owner, as the case may be. The Master Association shall also record a claim of lien in the Public Records of the County against all Parcels governed by and/or all property owned by the delinquent Member, or against any real property owned by the Club Owner or Monarch Owner, as the case may be, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Master Association may declare the entire Assessment immediately due and payable. The Master Association may at any time thereafter bring an action to foreclose the lien against any one (1) or more of the Parcels, the real property owned by the delinquent Club Owner or Monarch Owner, encumbered thereby, in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Member, the Club Owner, or Monarch Owner, as the case may be. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Master Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the original Declaration. Each Owner may relieve his Parcel of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment attributable to his Parcel, as determined by the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to such Parcel.

6.8 Additional Assessments. The Assessments provided for herein shall be in addition to any other assessments, charges or taxes which may be levied by any of the Associations or by any water management or water control district responsible for maintenance of the Surface Water Management System.

6.9 Certificate of Assessments. The Master Association shall prepare a roster of the Association's Owners, Members, Club Owners, and Monarch Owner and the Assessments applicable thereto, which roster shall be kept in the office of the Master Association and shall be open to inspection by all Members, Owners, Club Owners and Monarch Owner. At the request of a Member, Owner, Club Owner or Monarch Owner,

the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Master Association, setting forth whether the Association's Owners, Members, Club Owner's or Monarch Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Master Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure shall be reallocated and assessed to all Associations, Club Owners and Monarch Owner as a Common Expense. The written opinion of the Master Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Master Association:

6.11.1 All property dedicated to, or owned by, the Master Association.

6.11.2 All property dedicated to, or owned by, the water management, water control district or other party responsible for maintenance of the Surface Water Management System.

6.11.3 Any portion of the Property dedicated or conveyed to the County (including Martin County Utilities).

6.11.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

6.11.5 Any portion of the Property under the ownership, maintenance, operation or management responsibility of a Municipal Service Taxing or Benefit Unit or other similar ownership entity.

ARTICLE 7 **MAINTENANCE OF PROPERTY**

7.1 Parcel Owner Responsibilities. The Owner of each Parcel shall be responsible for maintenance of such Parcel.

7.2 Association Responsibilities. Each Association shall be responsible for the maintenance of all common property dedicated to it on the plat of any portion of the Property, or as otherwise established by other legal documentation affecting the Property.

7.3 Maintenance of Master Association Property and Common Property. The Master Association shall be responsible for the maintenance of all Master Association Property and all Common Property, pursuant to section 4.3 of this Declaration.

7.4 Institutional Parcels. The Owner of each Institutional Parcel shall be responsible for maintenance of such Institutional Parcel.

7.5 Club Facilities and Monarch Club Facilities. The Owner or Owners of the Club Facilities and the Monarch Club Facilities shall be responsible for the maintenance of such Facilities.

ARTICLE 8 **USE RESTRICTIONS**

The declarations of covenants and restrictions for the Developments shall include, use, architectural and landscaping restrictions which shall govern portions of the Property. Such architectural, landscaping and use restrictions, and all other provisions, restrictions and covenants in the foregoing declarations of covenants and restrictions, as well as all rules and regulations adopted by the Associations, may be enforced by legal or equitable action of the Master Association.

8.1 Additional Restrictions Applicable to Certain Parcels.

8.1.1 The properties described as Parcel 12 and Parcel 23 in Exhibit "A" attached hereto shall have the following restrictions: pools shall not be required to be solar heated; the minimum square footage for villas shall be one thousand (1,000) square feet and for condominium units shall be eight hundred and six (806) square feet.

ARTICLE 9 **ARCHITECTURAL AND LANDSCAPING CONTROLS**

9.1 Architectural Review Board. A general plan and uniform scheme of development of the Property has been created. The Property is a residential community which includes Institutional Parcels, of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development, of all Parcels within the Property. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more

stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below.

- 9.1.1 The A.R.B. shall be a permanent committee of the Master Association and shall administer and perform the architectural and landscape review and control functions of the Master Association and the Associations. The Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than three (3) members, shall appoint the members of the A.R.B., shall provide for the terms of the members of the A.R.B., and shall determine which member of the A.R.B. shall serve as its chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Master Association or one of the Associations or an Owner within Martin Downs. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the A.R.B.
- 9.1.2 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor.
- 9.1.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.
- 9.1.4 The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

- 9.1.5 Construction of all Improvements for which the approval of the A.R.B. is required under this Declaration or under the declarations of covenants and restrictions for the Developments shall be completed within the time period specified by the A.R.B.
- 9.1.6 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Master Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, the declarations of covenants and restrictions for the Developments, or which violates any zoning or building ordinance or regulation.
- 9.1.7 Prior to the occupancy of any Improvement constructed or erected on a Parcel, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.R.B., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.B. The A.R.B. may, from time to time, delegate to a member or members of the A.R.B. the responsibility for issuing such Certificate of Compliance.
- 9.1.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, the declaration of covenants and restrictions for the Developments, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the Owner shall, upon demand of the Master Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the

payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Master Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the declarations of covenants and restrictions for the Developments, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Master Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of the Master Association's and the A.R.B.'s attorneys' fees and costs if the Master Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or in the declarations of covenants and restrictions for the Developments, or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel a Certificate of Non-Compliance stating that the Improvements on the Parcel fail to meet the requirements of the A.R.B.

9.1.9 The A.R.B. is empowered to publish or modify from time to time, design and development standards for the entire Martin Downs project, or for one or more of the Developments, including but not limited to the following:

- 9.1.9.1 Roof and roof design.
- 9.1.9.2 Fences, walls and similar structures.
- 9.1.9.3 Exterior building materials and colors.
- 9.1.9.4 Exterior landscaping.
- 9.1.9.5 Signs and graphics, mail boxes, address numbers and exterior lighting.
- 9.1.9.6 Building set backs, side yards and related height, bulk and design criteria.

9.1.9.7 Pedestrian and bicycle ways, sidewalks and pathways.

9.1.10 The A.R.B. may grant variances from the requirements contained herein or in the declaration of covenants and restrictions or declarations of condominium for the Developments or as elsewhere promulgated by the A.R.B., on a case by case basis; including, without limitation, variances relating to building setbacks; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

9.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Master Association, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

9.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Parcel as provided hereinabove.

9.1.13 Neither the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Martin Downs or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Martin Downs agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the directors or officers of the Master Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Master Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the directors or

officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

9.2 Assignment to Associations. Notwithstanding anything contained herein to the contrary, the rights, powers and obligations of the Master Association relating to the Architectural and Landscape controls contained in this Article 9 and applicable to a Residential Parcel, shall be assigned to the Association governing such Residential Parcel. This Assignment may be revoked at any time, as to a particular Association or to all Associations so assigned, upon resolution of the Board of Directors and written notice to the particular Association or Associations.

D4  **ARTICLE 10**
INSURANCE

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Master Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 11
INDEMNIFICATION OF DIRECTORS, OFFICERS, MEMBERS OF THE
EXECUTIVE COMMITTEE AND MEMBERS OF THE A.R.B.

Every director and officer of the Master Association, member of the Executive Committee and member of the A.R.B. shall be indemnified by the Master Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer, member of the Executive Committee, or member of the A.R.B., whether or not he is a director, officer, member of the Executive Committee, or member of the A.R.B. at the time such expenses are incurred, except in such cases where the director, officer, member of the Executive Committee, or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, member of the Executive Committee or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, member of the Executive Committee, or member of the A.R.B. may be entitled.

ARTICLE 12
GENERAL PROVISIONS

12.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, the Master Association or the Associations, may be assigned by the Master Association, or the Associations, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Master Association, or the Associations, prior to the assignment, and the Master Association and/or the Associations shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

12.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

12.2.1 Except as provided hereinbelow, an amendment initiated by any party other than the Executive Committee of the Master Association must obtain approval of at least seventy-five percent (75%) of the votes of members. Any Amendment initiated by the Executive Committee of the Master Association must obtain the approval of at least fifty-one percent (51%) of the votes of Members.

12.2.2 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

12.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.2.4 Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.

12.2.5 Any amendment which would affect the use, maintenance or ownership of the Common Property, (except for the granting of

easements in favor of Developer and the Club Owners, or the provisions of Section 12.8 of this Declaration, must have the prior approval of the Martin County Board of County Commissioners.

12.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

12.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, (the Assessment provisions shall also be binding upon the Club Owners and Monarch Owner), and shall inure to the benefit of Developer, the Master Association, the Associations, and the Owners of Parcels within the Property.

12.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Master Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Developer, the Master Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

12.6 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

to Owner at: the last known address of Owner as appears on the records of the Master Association at the time of such delivery or mailing.

or to the Master Association at: Martin Downs Property Owners Association, Inc.
3228 SW Martin Downs Blvd. Ste. 5
Palm City, FL 34990

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or

delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

12.7 Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of portions of the Property, which are recorded or to be recorded in the Public Records of the County.

12.8 Incorporation of Additional Restrictions. In addition to this Declaration, the Property shall also be subject to the requirements set forth in the P.U.D. Agreement and separate portions of the Property shall be subject to the additional covenants, restrictions, reservations, assessments, liens and other terms and provisions set forth in the declarations of covenants and restrictions for the Developments. Such restrictions and covenants are incorporated herein by reference with the express understanding that they shall apply only to the particular Development to which they refer.

12.9 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

12.10 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

12.11 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

12.12 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

12.13 Non-Condominium Association. The Master Association is not intended to be a condominium association and was not created in accordance with Florida Statutes Section 718 (1983) in existence as of the date of recordation of the original Declaration in the Public Records of the County. The Common Property is not intended to be condominium property under Florida Statutes, Chapter 718 (1985), and is not part of the common elements of any condominium.

12.14 Golf Course Community. By acceptance of a deed to a Parcel, Owners acknowledge and agree that there are golf courses located within Martin Downs and that the Parcels may be located within a golf course community and that as a result of living in such a community, the Owners will be subjected to the usual and common noise level associated with playing the game of golf and with maintenance of the golf club facilities located within Martin Downs, including, but not limited to, such noises

caused by any machinery or equipment used in maintaining the golf club facilities located within Martin Downs which may be driven over and upon the Streets, the Common Property, the golf club facilities located within Martin Downs and other portions of property located within Martin Downs. Such noise may occur on or off the golf club facilities located within Martin Downs, throughout the day from early morning until late evening. Neither the Master Association, nor the Association(s) shall have any responsibility or liability to any Owner because of noise or because of any damage caused to an Owner, his family, guests, licensees, invitees, employees, agents or the Owners' Parcel from the flight of errant golf balls or from any persons recovering golf balls from Parcels. By acceptance of a deed to a Parcel located within Martin Downs, Owner waives any claims or causes of action which he, his family, guests, licensees, invitees, employees or agents may have against the Master Association, or the Association(s) arising out of such personal injury or property damage. Further, by acceptance of a deed to a Parcel, an Owner acknowledges that he knows and appreciates the nature of all risks both apparent and latent associated with living in a golf course community and expressly assumes the risk of personal injury or property damage that may occur in connection with such risks.

ARTICLE 13
MONARCH CLUB FACILITIES

Monarch Owner shall severally have the right, but not the obligation, to provide facilities and other amenities within Martin Downs, including, without limitation, the Monarch Club Facilities. The Monarch Club Facilities shall be developed and provided at the discretion of the Monarch Owner. Rights to use the Monarch Club Facilities will be on such terms and conditions as may be promulgated from time to time by Monarch Owner. Monarch Owner shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of the use of the Monarch Club Facilities, specifically including, without limitation, the terms of and eligibility for use, privileges available to use such facilities, the categories of use and the number of users permitted to use any of the Monarch Club Facilities, to reserve use rights for future Parcel Owners or to terminate any and all use rights. Ownership of property within Martin Downs does not confer any ownership, ownership rights or use rights in the Monarch Club Facilities. Persons in the future who are permitted to use the Monarch Club Facilities, as they may exist from time to time, shall not acquire a vested right to continue to use the Monarch Club Facilities. A user of the Monarch Club Facilities pursuant to the provisions of this Article 13 shall only acquire a revocable license to use such facilities subject to the conditions established from time to time by Monarch Owner. Monarch Owner reserves the absolute right to discontinue the operation of the Monarch Club Facilities or to sell or otherwise dispose of such facilities in any manner whatsoever and to any person or entity whomsoever without approval by Owners, or any other person or entity. This Article 13 is not intended to alter any rights to areas which may now or hereafter be deemed Common Property under this Declaration.

D4 **ARTICLE 14**
SECURITY SERVICES

In order to protect the Property and to provide it with security, the Developer established security services providing for restricted access to certain portions of the Property and roving security patrol for certain portions of the Property. The cost associated with providing the security services to the Property shall be charged to Members in accordance with Article 6 above. The Master Association shall provide security services to the Property in the same manner established by the Developer when each Parcel was submitted to the terms and conditions of the Declaration.

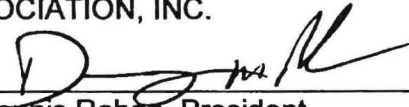
This Amended and Restated Declaration of Covenants and Restrictions for Martin Downs has been approved by at least fifty-one (51%) of the votes of the Members, which vote was sufficient for approval at a meeting of the Board of Directors held on April 30, 2008.

The undersigned, Martin Downs Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration of Covenants and Restrictions for Martin Downs and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary, and its corporate seal affixed on this 5th day of MAY, 2008.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS
ASSOCIATION, INC.

By 
Dennis Rohan, President

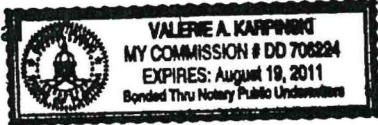

Witness #1 Signature,


Witness #2 Signature

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 5, 2008,
by Dennis Rohan, as President of Martin Downs Property Owners Association, Inc.
who is personally known to me, or [] who produced identification in the form of

Notarial Seal



Valerie Karpinski
NOTARY PUBLIC

Printed Name: VALERIE A KARPINSKI
Commission Expires: AUGUST 19 2011

M Paul Rice
Witness #1 Signature

Valerie Karpinski
Witness #2 Signature

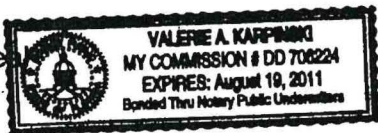
By Robert Graves
Robert Graves, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 5,
2008, by Robert Graves, Secretary of Martin Downs Property Owners Association, Inc.
who is personally known to me, or [] who produced identification in the form of

Notarial Seal



Valerie Karpinski
NOTARY PUBLIC

Printed Name: VALERIE A KARPINSKI
Commission Expires: AUGUST 19 2011

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1. Heronwood. Submitted in original Declaration, also governed by Heronwood Homeowners Association, Inc.

All of Heronwood, Plat No. 1, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 35.

Parcel 2. Egret Pond. Submitted in First Amendment, also governed by Egret Pond Homeowners Association, Inc.

All of Egret Pond, Plat No. 4, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 39.

Parcel 3. Quail Meadow. Submitted in Second Amendment, also governed by Quail Meadow Homeowners Association, Inc.

All of Quail Meadow, Plat No. 5, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 40.

Parcel 4. Martin Downs Country Club. Submitted in Third Amendment.

All of Martin Downs Country Club, Plat No. 10 ("Plat No. 10") according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 63.

(referred to herein as the "Country Club Property").

NOTE: Country Club Property not is subject to terms other than as expressly provided in Third Amendment. See Parcel 16 below for vote and assessment allocation.

Parcel 5. Sunset Trace (Plat 6). Submitted in the Fourth Amendment, also governed by the Sunset Trace Homeowners Association, Inc.

All of Sunset Trace, Plat No. 6, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 52.

Parcel 6. Eagle Lake. Submitted in the Fifth Amendment, also governed by Eagle Lake Homeowners Association, Inc.

All of Eagle Lake, Plat No. 7, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 57.

Parcel 7. Pheasant Run. Submitted in the Sixth Amendment, also governed by PR Homeowners Association, Inc.

All of Pheasant Run Plat No. 8, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 58.

Parcel 8. Osprey Creek. Submitted in the Seventh Amendment, also governed by Osprey Creek Homeowners Association, Inc.

All of Osprey Creek Plat No. 9, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 59.

Parcel 9. Martin Downs Village Center. Submitted in the Ninth Amendment.

All of the Plat of Martin Downs Village Center, according to the Plat thereof recorded in Plat Book 9, Page 88, Public Records of Martin County, Florida.

Five votes for each acre for a total of 100 votes/ assessed equal to five Residential Parcels per acre for a total of 100 Residential Parcels.

Parcel 10. Clubhouse Court. Submitted in Tenth Amendment, also governed by Clubhouse Court Condominium Association, Inc.

All of the Plat of Clubhouse Court recorded February 22, 1985, in Plat Book 9, Page 90, Public Records of Martin County, Florida, less and except that portion of said plat designated as Parcel "A".

Parcel 11. Ibis Point. Submitted in Eleventh Amendment, also governed by Ibis Point Homeowners Association, Inc.

All of the Plat of Ibis Point, being Martin Downs Plat No. 12, as recorded on March 21, 1985, in Plat Book 9, Page 93, public records of Martin County, Florida.

Parcel 12. Pine Ridge at Martin Downs Village I. Submitted in Twelfth Amendment, also governed by Pine Ridge at Martin Downs Village I Condominium Association, Inc.

All of the Plat of Pine Ridge at Martin Downs Village I, being Martin Downs Plat No. 14, as recorded on June 27, 1985, in Plat Book 9, Page 98, public records of Martin County, Florida.

Parcel 13. Sunset Trace (Plat 16). Submitted in Thirteenth Amendment , also governed by Sunset Trace Homeowners Association, Inc.

All of the Plat of The Villas at Sunset Trace, being Plat No. 16 of Martin Downs as recorded on November 20, 1985 in Plat Book 10, Page 12, public records of Martin County, Florida.

Parcel 14. Starling Court. Submitted in the Fourteenth Amendment, also governed by Starling Court Homeowners Association, Inc.

All of the Plat of Starling Court, being Plat No. 15 of Martin Downs as recorded on November 7, 1985 in Plat Book 10, Page 7, public records of Martin County, Florida.

Parcel 15. Bank Parcel (High Meadows Ave./Martin Downs Blvd.) submitted in Fifteenth Amendment, designated as an Institutional Parcel.

All of Plat No. 18 of Martin Downs, according to the Plat thereof, as recorded in Plat Book 10, Page 35, public records of Martin County, Florida.

Five votes for each acre for a total of five votes/assessed equal to five Residential Parcels for each per acre for a total of five Residential Parcels.

D3 Parcel 16. Village Club and Crane Creek Golf Course Starting Facility. Submitted in Tenth Amendment.

VILLAGE CLUB

All of the Plat of Crane Creek Racquet Club – Phase 1, according to the Plat thereof as recorded in Plat Book 10, Page 24, public records of Martin County, Florida.

LESS AND EXCEPT the following described parcel:

A parcel of land lying in Section 12, Township 38 South, Range 40 East Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the S.W. corner of said Section 12, thence N 0°29' 53"E, a distance of 733.05 feet; thence S 89° 30' 07"E, a distance of 934.03 feet

to a point on the Easterly right-of-way of Racquet Club Drive, a 50.0 feet right-of-way said POINT also being the POINT OF BEGINNING, thence 32° 43' 20" E, a distance of 30.00 feet; thence N 57° 16' 40" W, a distance of 30.00 feet; thence S 32° 43' 20" W, a distance of 30.00 feet to a point of the Easterly right-of-way of said Racquet Club Drive; thence Southeasterly along said right-of-way to the POINT OF BEGINNING.

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North 16° 07' 58" West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North 16° 07' 58" West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North 67° 06' 40" East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South 50° 25' 22" East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South 56° 32' 48" East, a distance of 134.24 feet; Thence

South 62° 59' 14" East, a distance of 114.49 feet; Thence

South 15° 56' 43" East, a distance of 385.85 feet; Thence

South 44° 54' 13" West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South 31° 31' 26" West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

Along with Parcel 4 above, this parcel shall have a total of 75 votes/assessed for a total of 75 Residential Parcels. The above described Village Club property shall be allocated 3 of the 75 votes and assessed for 3 Residential Parcels. Parcel 4 above and the Crane Creek Starting Facility described above shall be allocated 72 of the 75 votes and assessed for 72 Residential Parcels.

Parcel 17. Monarch Club Drive. Submitted in Seventeenth Amendment (legal description amended by Thirty-second Amendment), also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 19 "A", according to the Plat thereof, as recorded in Plat Book 10, Page 92, Public Records of Martin County, Florida.

Parcel 18. LaMariposa. Submitted in Eighteenth Amendment, also governed by LaMariposa Homeowner's Association, Inc.

A parcel of land being all of Tracts 18 and 31, of the plat of PALM CITY FARMS, as recorded in Plat Book 6, Page 42 of the Public Records of

Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida.

Parcel 19. Mallard Creek. Submitted in the Nineteenth Amendment, also governed by Mallard Creek Homeowner's Association, Inc.

All of Plat No. 21, according to the Plat thereof as recorded in Plat Book 10, Page 51, Public Records of Martin County, Florida.

Parcel 20. Village Shoppes. Submitted in the Twentieth Amendment, designated as an Institutional Parcel.

All of the Plat of Village Shoppes at the Downs being Plat No. 28, Martin Downs, according to the plat thereof recorded in Plat Book 10, Page 65, Public Records of Martin County, Florida.

Five votes for each acre for a total of 32 votes/assessed equal to five Residential Parcels for each acre for a total of 32 Residential Parcels.

Parcel 21. Monarch – Plat 22. Submitted in the Twenty-first Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 22, according to the Plat thereof, as recorded in Plat Book 10, Page 52, Public Records of Martin County, Florida.

Parcel 22. Monarch – Parcel 14. Submitted in the Twenty-second Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 20, according to the Plat thereof, as recorded in Plat Book 10, Page 50, Public Records of Martin County, Florida.

Parcel 23. Pine Ridge Village II (aka Charter Club). Submitted in the twenty-third Amendment, also governed by Pine Ridge at Martin Downs Village II Condominium Association, Inc.

All of the Plat of The Charter Club at Martin Downs, being Plat No. 27, Martin Downs PUD recorded in Plat Book 11, Page 15, Public Records of Martin County, Florida.

Parcel 24. Bank Parcel (Matheson Ave/Martin Downs Blvd.). Submitted in the Twenty-fourth Amendment, designated as an Institutional Parcel.

All of Plat No. 26 of Martin Downs recorded in Plat Book 10, Page 69, Public Records of Martin County, Florida.

Five votes for each acre for a total of five votes/assessed for five Residential Parcels for each acre for a total of five Residential Parcels.

Parcel 25. Boating Club Lot. Submitted in the Twenty-fifth Amendment.

All of the Property described on Plat 24 of the Martin Downs P.U.D. as recorded in Plat Book 10, Page 63 of the Public Records of Martin County, Florida.

No votes/no assessments. Exempted from architectural and landscape controls pursuant to Twenty-sixth Amendment.

Parcel 26. Montebello. Submitted in the Twenty-seventh Amendment, also governed by the Townhomes of Montebello at Martin Downs Homeowner's Association, Inc.

A parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the North one-quarter (1/4) corner of said Section 13; thence N 88°54'28"W, along the North line of said Section 13, a distance of 100.00 feet to a point on the West right-of-way line of S.W. High Meadows Avenue (a 200.00 foot right-of-way); thence S 00°59'10"W, along said West right-of-way, a distance of 236.26 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue S 00°59'10"W, along said West right-of-way line, a distance of 235.99 feet; thence S 84°32'52"W, a distance of 152.51 feet to the point of curvature of a curve, concave to the Southeast, having a radius of 215.00 feet; thence Southwesterly, along the arc of said curve through a central angle of 61°46'47", a distance of 231.83 feet to the point of tangency; thence S 22°46'05"W, a distance of 131.87 feet to the point of curvature of a non tangent curve, concave to the Northwest, having a radius of 90.00 feet whose center bears S 73°43'33"W; thence Southwesterly, along the arc of said curve through a central angle of 83°25'53", a distance of 131.05 feet to the point of curvature of a non tangent curve, concave to the Southeast, having a radius of 360.00 feet whose center bears S 67°21'05"E; thence Southwesterly along the arc of said curve through a central angle of 18°51'09", a distance of 118.45 feet; thence S 85°42'27"W, a distance of 178.69 feet; thence N 04°17'33"W, a distance of 128.50 feet; thence N 22°30'36"E, a distance of 131.25 feet; thence N 07°41'40"E, a distance of 104.28 feet; thence N 34°03'25"E, a distance of 366.49 feet; thence N 58°14'13"E, a distance of 104.25 feet; thence N 84°32'52"E, a distance of 294.21 feet to the POINT OF BEGINNING. Containing 4.7252 acres, more or less.

Parcel 27. Monarch, Plat 28. Submitted by the Twenty-eighth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 28 according to the plat thereof, as recorded in Plat Book 10, Page 73, Public Records of Martin County, Florida.

Parcel 28. Monarch, Plat 29. Submitted by the Twenty-ninth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 29 "A", according to the Plat thereof, as recorded in Plat Book 10, Page 91, Public Records of Martin County, Florida.

Parcel 29. Wellesley, Sunset Trace. Submitted by Thirtieth Amendment, also governed by Sunset Trace Homeowner's Association, Inc.

All of the Plat of Wellesley at Sunset Trace, Phase I, being Plat No. 33 of Martin Downs, as recorded in Plat Book 10, Page 80, Public records of Martin County, Florida.

Parcel 30. Monarch, Plat 31. Submitted by Thirty-first Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 31 according to the Plat thereof, as recorded in Plat Book 10, Page 81, Public Records of Martin County, Florida.

Parcel 31. Monarch Country Club. Submitted by Thirty-third Amendment.

All of Plat No. 34, according to the Plat thereof, as recorded in Plat Book 10, Page 93, Public Records of Martin County, Florida

(referred to herein as "Monarch Club Property")

Votes equal to 60 Residential Parcels/assessments equal to 60 Residential Parcels.

NOTE: Monarch Club Property not subject to terms of Declaration other than as expressly provided in Thirty-third Amendment.

Parcel 32. Mallard Creek (Tract B). Submitted by Thirty-fourth Amendment, also governed by Mallard Creek Homeowner's Association, Inc.

All of Tract "B" as shown on the plat of Mallard Creek, being Plat No. 21 of Martin Downs, P.U.D., as recorded in Plat Book 10, Page 51. Public Records of Martin County, Florida.

Parcel 33. Marina. Submitted by the Thirty-fifth Amendment, also governed by Martin Downs Marina Village Association, Inc.

All of Plat No. 35, being a portion of Parcel No. 29, Martin Downs P.U.D. recorded in Plat Book 11, Page 25, Public Records of Martin County, Florida.

Votes equal to five Residential Parcels/assessed equal to five Residential Parcels.

Parcel 34. Stamford, Sunset Trace. Submitted by the Thirty-sixth Amendment, also governed by Sunset Trace Homeowner's Association, Inc.

All of the Plat of Stamford at Sunset Trace, being Plat No. 36 at Martin Downs, as recorded in Plat Book 11, Page 11, Public Records of Martin County, Florida.

Parcel 35. Meadows, Phase I. Submitted by the Thirty-eighth Amendment. Also governed by Meadows at Martin Downs Homeowners, Association, Inc.

Please refer to Exhibit "A" attached to the Thirty-eighth Amendment to Declaration of Covenants and Restrictions for Martin Downs, recorded in Official Records Book 751, Page 801 et seq., Public Records of Martin County, Florida.

Parcel 36. Mormon Church (Matheson Ave.). Submitted by the Thirty-ninth Amendment, designated as an Institutional Parcel.

All of Plat No. 37, being Parcel No. 31B, Martin Downs P.U.D., as recorded in Plat Book 11, Page 40, Public records of Martin County, Florida.

Five votes for each acre, for a total of 20 votes/no assessments so long as property is not subject to ad valorem taxes.

Parcel 37. Monarch Cove. Submitted by the Fortieth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of the Plat of Monarch Cove, Plat No. 38, being Parcel No. 17, Martin Downs P.U.D., as recorded in Plat Book 11, Page 28, Public Records, Martin County, Florida

Parcel 38. Montessori School. Submitted by the Forty-first Amendment.

All of Plat No. 39, being Parcel No. 43B, Martin Downs P.U.D., as recorded in Plat Book 11, Page 45, Public Records, Martin County, Florida

5 votes/assessed equal to 5 Residential Parcels

Parcel 39, The Admiralty/Chapman Way. Submitted by the Forty-second Amendment, also governed by Admiralty Condominium Association, Inc.

All of Plat No. 40, being a portion of Parcel No. 29, Martin Downs P.U.D., as recorded in Plat Book 11, Page 67, Public Records of Martin County, Florida.

Parcel 40. Lutheran Church. Submitted by the Forty-third Amendment, designated as an Institutional Parcel.

A parcel of land being a portion of Block 6, 7, 8, 10, and adjacent roadways as shown on "The Plat of the Cleveland 2nd Addition to the Town of Palm City, Florida", as recorded in Plat Book 11, Page 63 of the Public Records of Palm Beach (now Martin) County, Florida; lying in Section 18, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 18; thence S 00°21'44"W, along the East section line of the aforementioned Section 18, a distance of 683.54 feet to the intersection of the prolongation of the South right-of-way line of Naomi Avenue (60.00 foot right-of-way) and the East section line of said Section 18; thence N 89°25'15"W, along said South right-of-way line of Naomi Avenue and prolongation thereof, a distance of 180.00 feet to the POINT OF BEGINNING; thence S 00°21'29"W, a distance of 50.14 feet to a point on the Westerly top of bank of Danforth Creek as it presently lies, the following eight (8) courses run along said Westerly top of bank of Danforth Creek; thence S 62°38'12"W, a distance of 7.43 feet; thence S 43°47'45"W, a distance of 76.94 feet; thence S 36°00'15"W, a distance of 50.56 feet; thence S 32°19'54"W, a distance of 100.36 feet; thence S 14°33'05"W, a distance of 103.35 feet; thence S 25°50'05"W, a distance of 50.00 feet; thence S 38°47'15"W, a distance of 51.31 feet; thence S 32°20'18"W, a distance of 44.07 feet so a point lying 65.00 feet North of the centerline of S.W. Martin Downs Blvd., as recorded in Plat Book 10, Page 42 of the Public Records of Martin County, Florida; thence N 89°31'29"W along a line which is 65.00 feet North of, and parallel with said centerline of S.W. Martin Downs Blvd., a distance of 364.25 feet; thence N 00°22'28"E, a distance of 3.72 feet; thence N 89°31'29"W, a distance of 7.00 feet; thence N 00°22'20"E, a distance of 157.60 feet; thence S 89°23'55"E, a distance of 131.98 feet; thence N 00°22'20"E, a distance of 298.96 feet to a point on the South right-of-way line of the aforementioned Naomi Avenue; thence S 89°25'15"E, along the South right-of-way line of said Naomi Avenue, a distance of 483.32 feet to the POINT OF BEGINNING.

Said parcel containing 4.32 acres, more or less.

Five votes for each acre for a total of 20 votes/no assessments so long as property is not subject to ad valorem taxes.

Parcel 41. Monarch, Parcel 14. Submitted by the Forty-fourth Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

A parcel of land lying in Section 12, Township 38 South, Range 40 East and Section 7 and 18, Township 38 South, Range 41 East, Martin County, Florida, described as follows.

Commence at the Southwest corner of said Section 7; thence N 0°22'35"E, along the West line of said section, a distance of 564.40 feet to the POINT OF BEGINNING of the herein described parcel of land; thence N 84°33'04"E, a distance of 13.34 feet to a point on the West Boundary of Plat No. 20, Martin Downs P.U.D., as recorded in Plat Book 10, Page 50 of the Public Records of Martin County, Florida; thence S 05°26'56"E, a distance of 204.70 feet to the point of curvature of a curve, concave to the East, having a radius 2438.34 feet; thence Southerly, along the arc of said curve through a central angle of 08°49'01", a distance of 375.22 feet; thence S 14°15'57"E, a distance of 275.73 feet to the point of curvature of a curve, concave to the West, having a radius 774.90 feet; thence Southerly along the arc of said curve, through a central angle of 16°49'05", a distance of 227.46 feet; thence S 02°33'09"W, a distance of 105.11 feet to the Southwest corner of aforementioned Lot 21; thence N 87°26'51"W, a distance of 9.00 feet; thence N 02°33'09"E, a distance of 105.11 feet to the point of curvature of a curve, concave to the West, having a radius of 765.90 feet; thence Northerly, along the arc of said curve, through a central angle of 16°49'05", a distance of 224.82 feet; thence N 14°15'57"W, a distance of 275.73 feet to the point of curvature of a curve, concave to the East, having a radius of 2447.34 feet; thence Northerly along the arc of said curve through a central angle of 05°42'48", a distance of 244.04 feet; thence S 80°50'22"W, a distance of 16.00 feet to a point on a curve, concave to the East, having a radius of 2463.34 feet, the radius point of which bears N 81°26'37"E; thence Northerly along the arc of said curve, through a central angle of 03°06'27", a distance of 133.60 feet; thence N 05°26'56"W, a distance of 204.70 feet; thence N 84°33'04"E, a distance of 11.66 feet to the POINT OF BEGINNING.

Parcel 42. Marina Wet Slips. Submitted by the Forty-Fifth Amendment.

Lots 1-22, Tracts A & B

A parcel of land lying in Government Lot 3, Section 8, Township 38 South, Range 41 East, Martin County, Florida.

Being a portion of Riverview Subdivision, as recorded in Plat Book 5, Page 1, Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the Southwest corner of the aforementioned Government Lot 3, said point also being on the North line of Pelican Cove Subdivision, as recorded in Plat Book 2, Page 96, Martin County, Florida, Public Records; thence N 89°51'38"W along said North line of Pelican Cove Subdivision, a distance of 1246.85 feet to a point on the East right-of-way line of Southwest Mapp Road (an 80.00 foot right-of-way); thence N 00°27'46"E, a distance of 371.63 feet; thence S 89°51'51"E, a distance of 1027.17 feet; thence N 37°27'09"E, a distance of 134.00 feet; thence S 52°32'51"E, a distance of 177.20 feet to the POINT OF BEGINNING of the herein described parcel of land; thence N64°44'29"E, a distance of 17.67 feet; thence N 54°32'10"E, a distance of 30.51 feet; thence N 49°34'52"E, a distance of 30.64 feet; thence N 36°15'32"E, a distance of 71.14 feet; thence N 42°05'43"E, a distance of 27.50 feet; thence N 55°06'58"E, a distance of 31.79 feet; thence N 73°09'06"E, a distance of 31.74 feet; thence N 79°52'43"E, a distance of 32.64 feet; thence S 49°20'53"E, a distance of 19.28 feet; thence S 13°17'31"E, a distance of 36.96 feet; thence S 17°20'35"E, a distance of 55.76 feet; thence S 04°07'29"E, a distance of 27.13 feet; thence S 03°47'56"W, a distance of 30.13 feet; thence S 38°24'46"E, a distance of 26.34 feet; thence S 73°18'06"E, a distance of 47.93 feet; thence S 59°07'01"W, a distance of 55.47 feet; thence S 75°08'53"W, a distance of 56.00 feet; thence N 14°51'07"W, a distance of 172.08 feet; thence S 39°18'00"W, a distance of 138.22 feet; thence S 78°41'06"W, a distance of 18.16 feet; thence N 50°43'17"W, a distance of 34.48 feet; thence S 60°47'34"W, a distance of 120.00 feet; thence N 28°37'30"W, a distance of 6.00 feet; thence N 60°47'34"E, a distance of 94.77 feet; thence N 52°32'51"W, a distance of 15.68 feet to the POINT OF BEGINNING.

Said parcel containing 0.627 acres, more or less.

Lots 23-25

A parcel of land lying in Government Lot 1, Section 7, Township 38 South, Range 41 East, and Government Lot 3, Section 8, Township 38 South, Range 41 East, Martin County, Florida.

Being a portion of Riverview Subdivision, as recorded in Plat Book 5, Page 1, Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the Southeast corner of the aforementioned Government Lot 1, said point also being a point on the North line of Pelican Cove Subdivision, as recorded in Plat Book 2, Page 96, Martin County, Florida, Public Records; thence N 89°51'38"W along said North line of Pelican Cove Subdivision, and South line of said Government Lot 1, a distance of 1246.85 feet to a point on the East right-of-way line of Southwest Mapp Road (an 80.00 foot right-of-way); thence N 00°27'46"E, a distance of 371.63 feet; thence S 89°51'51"E, a distance of 1027.17 feet; thence N 37°27'09"E, a distance of 134.00 feet; thence S 52°32'51"E, a distance of 192.88 feet; thence S 60°47'34"W, a distance of 94.77 feet; thence S 28°37'30"E, a distance of 6.00 feet to the POINT OF BEGINNING; thence N 60°47'34"E, a distance of 120.00 feet; thence S 50°43'17"E, a distance of 34.48 feet; thence S 78°41'06"W, a distance of 47.90 feet; thence S 61°22'30"W, a distance of 87.23 feet; thence N 28°37'30"W, a distance of 16.47 feet to the POINT OF BEGINNING.

Containing 0.055 acres, more or less.

No votes/no assessments/no security services.

Parcel 43. Meadows, Phase II, Parcel 50. Submitted by Forty-sixth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 50 at the Meadows being Plat No. 46 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 75, Public Records, Martin County, Florida.

Parcel 44. Meadows, Parcel 61. Submitted by Forty-eighth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 61 at the Meadows, being Plat No. 49 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 95, Public Records, Martin County, Florida.

Parcel 45. Meadows, Parcel 60. Submitted by Forty-ninth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 60 at the Meadows, being Plat No. 50 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 94, Public Records, Martin County, Florida.

Parcel 46. Monarch, Parcels 19, 20 & 21. Submitted by Fifty-first Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 47, Martin Downs P.U.D. as recorded in Plat Book 11, Page 88, Public Records, Martin County, Florida.

Parcel 47. Monarch, Parcel 59. Submitted by Fifty-second Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 48, Martin Downs P.U.D. as recorded in Plat Book 11, Page 89, Public Records, Martin County, Florida.

Parcel 48. Parkway Plaza. Submitted by Fifty-third Amendment, designated as an Institutional Parcel. Owner is Member of and also governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land being Tract "E" and Parcel "F-1" of Proposed Plat No. 51, Martin Downs Business Park, a part of Martin Downs P.U.D. lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at the West Quarter (W ¼) corner of said Section 13, Township 38 South, Range 40 East, Martin County, Florida; run thence S00°29'53"W along the West line of said Section 13, a distance of 15.00 feet; thence S 89°16'44"E; a distance of 40.00 feet to the point of beginning; thence continue S 89°16'44"E, a distance of 351.00 feet; thence S00°29'53"W, a distance of 526.88 feet to a point on a curve concave to the South, whose center bears S 08°50'20"W and having a radius of 1185.92 feet; thence Southwesterly along the arc of said curve through a central angle of 08°07'04", a distance of 168.03 feet to the point of tangency of said curve; thence N 89°16'44"W a distance of 158.68 feet; thence N 44°23'26"W a distance of 35.29 feet; thence N 00°29'53"E a distance of 490.10 feet to THE POINT OF BEGINNING.

Containing 4.158 acres.

Assessed equal to 20 Residential Parcels/5 votes for each acre, for a total of 20 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 49. Business Park Bank Parcel. Submitted by Fifty-fourth Amendment, designated as an Institutional Parcel. Owner is member of and also governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the West one-quarter (1/4) section corner of said Section 13; thence S 89°16'44"E, along the centerline of Sunset Trail (A 30.00 foot right-of-way), as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida, a distance of 968.13 feet to a point on the Westerly right-of-way line of S.W. Martin Downs Boulevard (A 200.00 foot right-of-way); thence S 21°03'12"W along said Westerly right-of-way line, a distance of 436.35 feet to the point of beginning of the herein described parcel of land; thence continue S 21°03'12"W, a distance of 219.72 feet; thence S 66°03'12"W, a distance of 35.36 feet; thence N 68°56'48"W, a distance of 75.00 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 1185.92 feet; thence Westerly along the arc of said curve, through a central angle of 02°39'27", a distance of 55.01 feet; then N 18°23'45"E, a distance of 54.00 feet to the point of curvature of a curve, concave to the West, having a radius of 241.05; thence Northerly, along the arc of said curve, through a central angle of 25°42'23", a distance of 108.15 feet; thence N 07°18'38"W, a distance of 76.49 feet; thence N 65°09'31"E, a distance of 29.81 feet; thence S 68°56'48"E, a distance of 201.76 feet; to the point of beginning, said parcel containing 43,560 square feet.

Assessed equal to 5 Residential Parcels/5 votes for each acre, for a total of 5 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 50. Meadows, Parcel 62-A. Submitted by Fifty-fifth Amendment, also governed by Meadows of Martin Downs Homeowners Association, Inc.

A parcel of land lying in Section 12, Township 38 South, Range 40 East, Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southeast corner of Section 12, Township 38 South, Range 40 East; thence North 89°46'09"West along the South line of said Section 12, a distance of 2602.50; thence North 00°34'00"East, a distance of 2073.00 feet to the point of beginning of the herein described parcel of land; thence North 00°34'00" East, a distance of 1854.91 feet; thence South 89°34'04"East, a distance of 1061.70 feet; thence South 00°25'57"West, a distance of 50.00 feet to a point on a curve concave to the Southeast and whose chord bears South 40°50'05"West; thence Southwesterly along the arc of said curve having a central angle of 99°11'42" and a radius of 100.00 feet, a distance of 173.13 feet to the point of reverse curvature of a curve concave to the West; thence Southerly along the arc of said curve having a central angle of 44°59'52" and a radius of 69.81 feet, a distance of 54.82 feet to the point of reverse curvature of

a curve concave to the East; thence Southerly along the arc of said curve having a central angle of 38°13'32" and a radius of 175.00 feet, a distance of 116.75 feet to the point of curvature of a compound curve concave to the Northeast; thence Southeasterly along the arc of said curve having a central angle of 25°40'35" and a radius of 535.00 feet, a distance of 239.75 feet to the point of reverse curvature of a curve concave to the West; thence Southerly along the arc of said curve having a central angle of 57°40'00" and a radius of 615.00 feet, a distance of 618.98 feet; thence South 30°00'00"West, a distance of 52.30 feet; thence North 81°50'48" West, a distance of 108.80 feet; thence North 54°59'20"West, a distance of 64.26 feet to a point on a curve concave to the East and whose chord bears South 20°14'12" West; thence Southerly along the arc of said curve having a central angle of 19°31'36" and a radius of 379.19 feet, a distance of 129.23 feet to the point of curvature of a compound curve concave to the East; thence Southerly along the arc of said curve having a central angle of 17°30'00" and a radius of 1280.00 feet, a distance of 390.95 feet to the point of curvature of a compound curve concave to the East; thence Southerly along the arc of said curve having a central angle of 00°40'29" and a radius of 810.00 feet, a distance of 9.54 feet to a point on a curve concave to the Southeast and whose chord bears South 60°43'51"West; thence Southeasterly along the arc of said curve having a central angle of 44°14'15" and a radius of 100.00 feet, a distance of 77.21 feet to the point of reverse curvature of a curve concave to the Northwest; thence Southwesterly, along the arc of said curve having a central angle of 67°22'17" and a radius of 445.00 feet, a distance of 523.25 feet; thence North 89°26'00"West, a distance of 205.00 feet to the afore-described point of beginning

Containing 37.8576 acres more or less.

Parcel 51. Sandhill Cove Assisted Living Facility. Submitted by Fifty-sixth Amendment.

A parcel of land lying in Government Lot 2, Section 7, Township 38 South, Range 41 East, Martin County, Florida, being all that portion of Government Lot 2 of said Section 7, lying East of Mapp Road and North of Murphy Road less, however, the Plat of Cove View as recorded in Plat Book 8, Page 17, of the Public Records of Martin County, Florida.

Said parcel being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Murphy Road with the West line of the East 390.00 feet of said Government Lot 2, said point being also the Southwest corner of said plat of Cove View; thence N 89°50'43"W, along said right-of-way line, a distance of 463.27 feet to the point of curvature of a curve, concave to the North, having a radius of 409.65 feet; thence Westerly along the arc of said curve, through a central angle of 8°44'25", a distance of 62.49 feet; thence N 81°06'18"W, a distance of 268.22 feet to a point on a curve,

concave to the Northeast, having a radius of 489.65 feet and whose center bears N 42°06'37"E; thence Northwesterly along the arc of said curve, through a central angle of 14°58'28", a distance of 127.97 feet to a point on the Easterly right-of-way line of Mapp Road; thence N 00°18'00"E, along said right-of-way line, a distance of 1258.96 feet to a point on the North line of said Section 7 and North line of said Government Lot 2; thence S 89°54'01"E, along said line a distance of 1316.6 feet more or less to the waters of Pendarvis Cove; thence Southerly along said waters and the waters of Matheson's Boat Harbor, a distance of 2375 feet more or less to the intersection of the West line of the East 390.00 feet of said Government Lot 2 with the South side of Matheson's Boat Harbor; thence S 00°09'17"W, along said West line and the West line of said plat of Cove View, a distance of 135.00 feet, more or less to the Point of Beginning.

Said parcel containing 36.25 acres, more or less.

Assessed equal to 5 Residential Parcels per acre for a total of 180 Residential Parcels/5 votes for each acre for a total of 180 votes.

Parcel 52. Palm Pointe (f/k/a Mill Creek). Submitted by Fifty-ninth Amendment, also governed by Mill Creek Homeowner's Association, Inc.

All of the Plat of Mill Creek at Martin Downs, according to the plat thereof recorded in Plat Book 12, Page 45, Public Records at Martin County, Florida;

And

All of the Plat of Palm Pointe at Martin Downs, according to the plat thereof recorded in Plat Book 14, Page 22, Public Records of Martin County, Florida.

Parcel 53. McDonald's, Chevron. Submitted by Sixtieth Amendment, designated as an Institutional Parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

That portion of Tract 20 of the plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida, lying Easterly of the Easterly right-of-way of S.W. High Meadow Avenue and Southerly of Martin Downs Boulevard as recorded in Plat Book 10, Page 42 of the Public Records of Martin County, Florida, together with:

That portion of Tract 19, said plat of Palm City Farms lying Southerly of said Martin Downs Boulevard and Westerly of a line 600 feet Westerly of and parallel with as measured at right angles to the East line of said Tract 19.

Said overall parcel contains 10.17 acres.

Assessed equal to 5 Residential Parcels per acre, for a total of 51 Residential Parcels/5 votes per acre, for a total of 51 votes. The owner of a portion of the parcel shall be assessed and entitled to vote the portion attributable to the property owned.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 54. Business Park Gas Station. Submitted by Sixty-second Amendment, designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida; said parcel also being a portion of Tract 57 of the plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel being more particularly described as follows:

Commence at the West one-quarter (1/4) corner of Section 13, Township 33 South, Range 40 East; thence South 00°29'53"West, along the West line of said Section 13, a distance of 15.00 feet; thence South 89°16'44"East, a distance of 40.00 feet to the Easterly right-of-way line of Armellini Avenue; thence South 00°29'53" West, parallel with said section line, along said right-of-way line, a distance of 2330.48 feet to the point of beginning;

Thence continue South 00°29'53" West, 259.26 feet to the North right-of-way line of State Road 714 (A 100' right-of-way); thence South 89°22'42" East, along said right-of-way, a distance of 352.94 feet to the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way); thence North 00°30'01"East, along said right-of-way line, a distance of 259.26 feet; thence North 89°22'42" West, departing said right-of-way line, a distance of 352.95 feet to the point of beginning.

Said land containing 91,502 square feet, more or less.

Assessed equal to 11 Residential Parcels/votes equal to 5 votes per acre, for a total of 11 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 55. Nursing Home. Submitted by Sixty-third Amendment, designated as an Institutional Parcel.

A parcel of land being all of Tract 64 of the Plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida, less and excepting therefrom the right-of-way for Berry Avenue and County Road 714.

Assessed equal to 48 Residential Parcels/5 votes per acre, for a total of 48 votes.

Section 4.5 (Traffic Regulations), Section 5.3 (Restriction on Owner Easements) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 56. Self Storage Parcel (A-1) and Common Property of Martin Downs Business Park (A-2). Submitted by Sixty-fourth Amendment.

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, proceed North 00°29'53" East along the West line of said Section 13, a distance of 309.26 feet; thence South 89°22'42" East, a distance of 40.00 feet to the Northwest corner of Plat No. 62 of Martin Downs - Miranda Mobil as Recorded in Plat Book 13, Page 8 of the Public Records of Martin County, Florida; thence North 00°29'53" East along a line parallel with and 40.00 feet Easterly of said West line of Section 13, a distance of 450.00 feet; thence South 89°22'42" East, a distance of 352.99 feet to a point on a curve concave to the West having a radius of 2030.95 feet from which a radial line bears South 89°13'57" East; said curve being the Westerly right-of-way line of S.W. Martin Downs Boulevard (A 200.00 foot right-of-way); thence Southerly along the arc of said curve through a central angle of 00°16'02", an arc distance of 9.47 feet to the point of tangency; thence South 00°30'01" West along said Westerly right-of-way line to the Northeast corner of said Plat No. 62 of Martin Downs Miranda Mobil; thence North 89°22'42" West, along the North line of said Plat a distance of 352.95 feet to the point of beginning.

Said parcel containing 3.646 acres, more or less.

Self-storage Parcel (A-1), designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of Master Association with respect to this parcel.

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the public records of Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, proceed N 00°29'53" E along the West line of said Section 13, a distance of 309.26 feet; thence S 89°22'42"E, a distance of 40.00 feet to the Northwest corner of Plat No. 62 of Martin Downs – Miranda Mobil as recorded in Plat Book 13, Page 8 of the public records of Martin County, Florida; thence N 00°29'53"E along a line parallel with and 40.00 feet Easterly of said West line of Section 13, a distance of 450.00 feet; thence S 89°22'42"E, a distance of 301.99 feet to a point on a curve concave to the West having a radius of 2081.95 feet from which a radial line bears S 89°14'10"E; said curve being concentric and 51.00 feet Westerly of the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200-foot right-of-way); thence Southerly along the arc of said curve through a central angle of 00°15'49", an arc distance of 9.58 feet to the point of tangency; thence S 00°30'01"W along a line parallel with and 51.00 feet Westerly of said Westerly right-of-way line, a distance of 440.42 feet to a point on the North line of said Plat No. 62 of Martin Downs – Miranda Mobil; thence N 89°22'42"W, along said North line, a distance of 301.95 feet to the Point of Beginning.

Said parcel containing 3.119 acres, more or less.

Assessed equal to 16 residential parcels/votes equal to 5 votes for each acre, for a total of 16 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Martin Downs Business Park Common Property (A-2).

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Martin County, Florida; said parcel being more particularly described as follows:

Begin at the Northwest corner of Plat No. 62 of Martin Downs – Miranda Mobil, as recorded in Plat Book 13, Page 8 of the Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said Plat No. 62, a distance of 51.00 feet; thence North 00°30'01" East, a distance of 440.42 feet to the point of curvature of a curve concave to the East having a radius of 2081.95 feet, the radius point of which bears South 89°29'59" East; thence Northerly along the arc of said curve through a central angle of 00°15'49", a distance of

9.58 feet; thence South 89°22'42" East, a distance of 51.00 feet to a point on the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way). Said point also being a point on a curve concave to the East having a radius of 2030.95 feet, the radius point of which bears South 89°13'57" East; thence Southerly along the arc of said curve and Westerly right-of-way line, through a central angle of 00°16'02", a distance of 9.47 feet; thence South 00°30'01" West, a distance of 440.53 feet to the point of beginning of the herein described parcel of land.

Said parcel contains 0.526 acres, more or less.

No assessments/no votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 57 Blockbuster/Drugstore Building. Submitted by Sixty-fifth Amendment, designated as an Institutional Parcel.

All of the property described on Plat No. 66, Martin Downs P.U.D. according to the plat thereof recorded in Plat Book 13, Page 49. Public Records of Martin County, Florida.

Assessed equal to 9 Residential Parcels/votes equal to 5 votes per acre, for a total of 9 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 58. Parkside. Submitted by Sixty-sixth Amendment, also governed by Parkside at Martin Downs Homeowners Association, Inc.

All of the plat of Parkside at Martin Downs, Plat No. 70, according to the plat thereof recorded in Plat Book 13, Page 74, Public Records of Martin County, Florida.

Parcel 59. Car Wash Parcel (A-1) and Common Property of Martin Downs Business Park (A-2). Submitted by Sixty-seventh Amendment.

A parcel of land lying in Section 13, Township 38 South, Range 40 East and lying in Tract 56, Palm City Farms recorded in Plat Book 6, Page 42 Public Records of Palm Beach (now Martin) County, Florida; said parcel more particularly described as follows:

Begin at the Northwest corner of Plat No. 63b, Martin Downs P.U.D., as recorded in Plat Book 13, Page 26 of the Public Records of said Martin County;

proceed North 00°29'53" East along the East right-of-way line of S.W. Armellini Avenue, also known as Crane Creek Avenue (a 55 foot right-of-way as recorded in Official Record Book 544, Page 2629), a distance of 253.00 feet; thence South 89°22'42" East, leaving said East right-of-way line, a distance of 370.00 feet to a point on a non-tangent curve concave to the East, having a radius of 2030.95 feet and subtended by a chord bearing of South 04°20'46" West, said point being a point on the West right-of-way line of S.W. Martin Downs Boulevard, also known as State Road 714 (a 200 foot right-of-way); thence Southerly along said West right-of-way line and along the arc of said curve through a central angle of 07°09'26", a distance of 253.70 feet to a point on the North line of said Plat no. 63b; thence North 89°22'42" West along said North line, a distance of 352.99 feet to the point of beginning.

The above-described parcel of land contains an area of 2.08 acres, more or less.

Car Wash Parcel (A-1), designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of Master Association with respect to this parcel.

All of Parcel 59 above less and excepting the property described as "A-2".

Assessed equal to 9 Residential Parcels. Votes equal to 5 votes for each acre, for a total of 9 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Martin Downs Business Park Common Property (A-2).

A parcel of land situated in Section 13, Township 38 South, Range 40 East and being a portion of Tract 56, Palm City Farms, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Begin at the Northeast corner of Plat No. 63 Martin Downs P.U.D., as recorded in Plat Book 13, Page 26 of the Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said Plat No. 63, a distance of 51.00 feet to a point on a non-tangent curve from which a radial bears South 89°14'10" East; thence Northerly, on a curve to the right having a radius 2081.95 feet, subtending a central angle of 06°58'51" and an arc distance of 253.67 feet; thence South 89°22'42" East, a distance of 51.41 feet to a point on a non-tangent curve of the West right-of-way line of S.W. Martin Downs Boulevard (State Road 714, a 200 foot right-of-way) from which a radial line bears South

82°04'31" East; thence Southerly along said West right of-way line, on a curve left, having a radius of 2030.95 feet; subtending a central angle of 07°09'26" and an arc distance of 253.70 feet to the point of beginning.

The above-described parcel of land contains an area of .0297 acres, more or less.

No assessments/no votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 60. Islesworth. Submitted by Sixty-eighth Amendment, also governed by Islesworth of Martin Downs Homeowners Association, Inc.

All of Martin Downs P.U.D., Parcel 44, Plat No. 68, Islesworth, according to the plat thereof as recorded in Plat Book 13, Page 84, Public Records of Martin County, Florida.

Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 61. Publix. Submitted by Sixty-ninth Amendment, designated as an Institutional Parcel.

A parcel of land situated in Section 13, Township 38 South, Range 40 East, Martin County Florida. Being a portion of Tract 19, Plat of Palm City Farms, according to the plat thereof, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel being more particularly described as follows:

Commencing at the Northwest corner of the plat of La Mariposa, as recorded in Plat Book 10, Page 55, of the Public Records of Martin County, Florida. Also being a point on the Southerly right-of-way line of S.W. Martin Downs Boulevard; thence South 00°46'31" West, along the East line of said Tract 19, a distance of 50.00 feet to the point of beginning.

Thence South 00°46'31" West, continue along the East line of said Tract 19, a distance of 593.83 feet to the Southeast corner of said Tract 19; thence North 89°09'18" West, along the South line of said Tract 19, a distance of 517.08 feet; thence North 00°28'31" East, departing the South line of said Tract 19, a distance of 539.00 feet to a point of curvature; thence Northeasterly, on curve to the right, having a radius of 148.00 feet, subtending a central angle of 20°16'52" and an arc distance of 52.39 feet to a point of reverse curvature; thence Northwesterly, on a curve to the left having a radius of 102.00 feet, subtending a central angle of 20°16'52" and an arc distance of 36.11 feet to the point of tangency; thence North 00°28'31" East, a distance of 14.83 feet to a point on the

said Southerly right-of-way of S.W. Martin Downs Boulevard; thence South 89°31'29" East, along said Southerly right-of-way line, a distance of 479.94 feet; thence South 00°46'31" West, departing said Southerly right-of-way line, a distance of 50.00 feet; thence South 89°31'29" East, a distance of 25.00 feet to the point of beginning.

The above- described parcel of land contains an area of 7.599 acres, more or less.

Assessed equal to 38 Residential Parcels. Votes equal to 5 votes for each acre, for a total of 38 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 62. Town Center (Wachovia) Bank Parcel. Submitted by Seventieth Amendment, designated as an Institutional Parcel.

Being a portion of Tract 20, Palm City Farms, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach County (now Martin) County, Florida. Lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of Plat No. 60, Martin Downs P.U.D., as recorded in Plat Book 12, Page 91, of the Public Records of Martin County. Said corner being on the Easterly right-of-way line of S.W. High Meadows Avenue, and on a curve concave to the West through which a radial line bears N88°49'48"W, having a radius of 6115.96 feet, proceed Southerly along the arc of said curve, through a central angle of 00°28'06", a distance of 50.01 feet to the point of beginning; thence S89°31'30"E, a distance of 25.00 feet; thence N00°28'30"W, a distance of 7.06 feet; thence S89°31'30"E, a distance of 200.81 feet; thence S00°28'30"W, a distance of 235.00 feet; thence N89°31'30"W, a distance of 234.70 feet to a point on the East line of S.W. High Meadows Avenue and a curve concave to the West through which a radial line bears N86°13'27"W, having a radius of 6115.96 feet; thence Northerly along the arc of said curve through a central angle of 02°08'14", a distance of 228.12 feet to the point of beginning.

Said parcel containing 1.234 acres, more or less.

Assessed equal to 6 Residential Parcels/votes equal to 5 votes per acre, for a total of 6 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 63. Monarch-Cimarron, Willowbend and Parcel 22. Submitted by Seventy-first Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of the property described on Plat No. 71, Cimarron, Martin Downs P.U.D., according to the Plat thereof, recorded in Plat Book 13, Page 68, Public Records of Martin County, Florida;

And

All of the property described in Plat No. 72, Willowbend, Martin Downs P.U.D., according to the plat thereof, recorded in Plat Book 13, Page 69, Public Records of Martin County, Florida;

And

All of the property described on the Plat of Monarch Parcel 22, Plat No. 74, Martin Downs P.U.D., according to the plat thereof, recorded in Plat Book 14, Page 10, Public Records of Martin County, Florida.

Parcel 64. LBFH Parcel. Submitted by Seventy-second Amendment, designated as an Institutional Parcel. Owner is a member and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida, being a portion of Tract 41 and Tract 40, Plat of Palm City Farms, according to the plat thereof, as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of said Section 13; thence North 00°29'53" East, along the West line of said Section 13, a distance of 1559.46 feet; thence South 89°30'07" East, departing said West line, a distance of 40.00 feet to the point of beginning. Being a point on the East right-of-way line of S.W. Armellini Avenue.

Thence North 00°29'53" East, along said East line, a distance of 460.00 feet to the intersection of said East line and South line of S.W. Corporate Parkway, as shown on Plat No. 51, Martin Downs Business Park, recorded in Plat Book 12, Page 8 of the Public Records of Martin County, Florida; thence along the following three (3) courses of said South line of S.W. Corporate Parkway, North 45°36'35" East, a distance of 35.42 feet; thence South 89°16'44" East, a distance of 158.17 feet to the point of curvature; thence Southeasterly, on a curve concave to the Southwest, having a radius of 1105.92 feet, through a central angle of 14°06'11" and an arc distance of 272.22 feet; thence South

21°03'12" West, departing said South line of S.W. Corporate Parkway, a distance of 194.08 feet to the most Northerly point of Lake "A", as shown on said Plat No. 51; thence along the following three (3) courses of the Northwest line of said Lake "A", South 21°03'12" West, a distance of 165.24 feet to the point of curvature; thence Southwesterly, on a curve concave to the Northwest, having a radius of 175.00 feet, through a central angle of 69°26'41" and an arc distance of 212.11 feet, to the point of Tangency; thence North 89°30'07" West, a distance of 162.59 feet to the point of beginning.

The above-described parcel of land contains an area of 4.023 acres, more or less.

Assessed equal to 20 Residential Parcels. Votes equal to 5 votes per acre, for a total of 20 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 65. Monarch-Brookhaven Parcels 55 and 56. Submitted by Seventy-third Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of the property described on Plat No. 75, Monarch Parcels 55 and 56, Martin Downs P.U.D. according to the Plat thereof, recorded in Plat Book 14, Page 39, Public Records of Martin County, Florida.

Parcel 66. Coquina Cove. Submitted by Seventy-fourth Amendment. Owner is a member of and subject to Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land being all of Tracts 33 and 34, the North One-half (1/2) of Tracts 47 and 48, and that part of the North one-half (1/2) of Tract 46 lying Easterly of the Easterly right-of-way line of the Sunshine State Parkway (The Florida Turnpike), of the Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 14, Township 38 South, Range 40 East, Martin County, Florida, LESS AND EXCEPT right of ways for SW Sand Trail and SW Armellini Avenue.

Assessed equal to 256 Residential Parcels. No assessments for security unless Board of Directors of the Master Association and the owner of this parcel agree to institute security services. Votes of 256 to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 67. Manero's Restaurant. Submitted by Seventh-fifth Amendment, designated as an Institutional Parcel.

Known as a parcel of land situated in a portion of Tracts 20 and 29, Section 13, Township 38 South, Range 40 East, "Palm City Farms", according to the plat thereof, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

For a point of commencement start at the Southwest corner of Tract "A", of Plat No. 60, Martin Downs, P.U.D., according to the plat thereof as recorded in Plat Book 12, Page 91, Public Records of Martin County, Florida; Said corner being on the Easterly right-of-way line of S.W. High Meadows Avenue, and on a curve concave to the West and having a radius of 6115.96 feet; thence run Southerly along said curve through a central angle of 02°36'20", a distance of 278.13 feet to the point and place of beginning (through which a radial line bears South 86°13'28" East) of the hereinafter described parcel of land; thence continue along said curve (Easterly right-of-way line) in a Southerly direction, through a central angle of 02°24'50" a distance of 257.67 feet to a point of reverse curvature; (through which a radial line bears South 83°48'38" East) said reverse curve being concave to the East and having a radius of 6016.04 feet; thence run Southerly along said curve, through a central angle of 00°01'35" a distance of 2.78 feet to a point; thence departing said Easterly right-of-way line run South 89°31'30" East a distance of 265.85 feet to a point; thence run North 00°28'30" East a distance of 259.62 feet to a point; thence North 89°31'30" West a distance of 245.33 feet to the point and place of beginning of the hereinbefore described parcel of land.

Parcel containing 66,116.37 square feet more or less.

Assessed equal to 8 Residential Parcels. Votes equal to 5 votes per acre for a total of 8 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 68. Team Construction. Submitted by Seventy-seventh Amendment, designated as an Institutional Parcel. Governed by and a member of Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida, said parcel also being part of Tracts 40, 41 and 42 of the

Plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the West one-quarter (1/4) corner of said Section 13; thence South 89°16'44" East along the centerline of S.W. Sand Trail (a 30.00 foot right of way), as shown on said Plat of Palm City Farms, a distance of 968.13 feet to a point on the westerly right of way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way); thence South 21°03'12" West along said Westerly right-of-way line, a distance of 786.07 feet to the Point of Beginning for the following described parcel:

Thence continue South 21°03'12" West along said Westerly right-of-way line a distance of 175.61 feet; thence North 68°56'48" West, a distance of 220.00 feet; thence North 21°03'12" East, a distance of 194.08 feet to a point on the Southerly right of way line of S.W. Corporate Parkway (an 80.00 foot right of way), said point lying on a curve concave to the Southwest, having a radius of 1105.92 feet; thence Southeasterly along said Southerly right-of-way line and along the arc of this curve through a central angle of 06°13'45" for 120.24 feet to a point of tangency; thence South 68°56'48" East along said Westerly right of way line, a distance of 75.00 feet; thence South 23°56'48" East, a distance of 35.36 feet to the Point of Beginning.

Assessed equal to 5 Residential Parcels. Votes equal to 5 votes per acre for a total of 5 votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 69. Ruby Tuesday's Restaurant. Submitted by Seventy-eighth Amendment. Owner is a member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

Plat No. 77, Martin Downs Business Park – Parcel No. 46C, a part of Martin Downs, a P.U.D., according to the map or plat thereof as recorded in Plat Book 15, Page(s) 63, Public Records of Martin County, Florida.

Assessed equal to 8 Residential Parcels. Votes equal to 5 votes per acre for a total of 8 votes, to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 70. First Bank of Indiantown. Submitted by Seventy-ninth Amendment, designated as an Institutional Parcel.

A parcel of land lying in Tract 29, Palm City Farms, as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of Tract 29, being on the centerline of Sunset Trail; thence North 89°16'44" West along the South line of Tract 29 and the centerline of Sunset Trail for a distance of 306.97 feet; thence North 00°43'16" East for a distance of 15.00 feet to the point beginning; thence continue North 00°43'16" East for a distance of 218.00 feet; thence North 89°16'44" West along the North line of the South 233.00 feet of said Tract 29 for a distance of 362.22 feet to a point of the arc of a circular curve concave to the East that bears South 86°56'07" East to the center of said curve, having a radius of 6016.04 feet and a central angle of 02°04'37"; thence run Southerly along the arc of said curve for a distance of 218.07 feet; thence South 89°16'44" East for a distance of 367.19 feet to the point of beginning. Said lands lying, being and situated in Section 13, Township 38 South, Range 40 East, Martin County, Florida.

Containing: 79649.87 square feet or 1.83 acres more or less.

Assessed equal to 9 Residential Parcels. Votes equal to 5 votes per acre for a total of 9 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 71. Town Center. Submitted by Eightieth Amendment, designated as an Institutional Parcel.

All of the plat of Martin Downs P.U.D., Parcel II, Town Center, according to the plat thereof recorded in Plat Book 16, Page 44, Public Records of Martin County, Florida.

Assessed equal to 61 Residential Parcels. Votes equal to 5 votes per acre for a total of 61 votes to be exercised by MDTC Property Owners Association, Inc. MDTC Property Owners Association, Inc. shall be the sole member of the Master Association with respect to this parcel.

Section 4.5, (Traffic Regulations), Section 5.3 (Restriction of Owner's Easement), and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 72. Michael Leonard's. Submitted by Eighty-first Amendment. Owner is a member of and governed by the Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida and Being a portion of Tract 56, Palm City Farms, according to the Plat thereof, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach (now Martin) County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Family Fun Center, Plat No. 67, Martin Downs, P.U.D., according to the Plat thereof, as recorded in Plat Book 13, Page 70, Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said plat, a distance of 250.00 feet; thence North 00°29'53" East, departing said North line, a distance of 135.00 feet to the Southwest corner of Plat No. 77, Martin Downs Business Park – Parcel No. 46C, a part of Martin Downs, a P.U.D., according to the plat thereof, as recorded in Plat Book 15, Page 63, Public Records of Martin County, Florida; thence South 89°22'42" East, along the South Line of said plat, a distance of 272.23 feet to the Westerly right-of-way line of S.W. Martin Downs Boulevard (State Road No. 714) and to a point on a curve concave to the Southeast, having a radius of 2030.95, the radius point of which bears South 78°12'58" East; thence Southwesterly, departing said South line, along said Westerly right-of-way line and the arc of said curve through a central angle of 03°51'33", a distance of 136.80 feet to the point of beginning.

Assessed equal to 5 Residential Parcels, votes equal to 5 votes per acre for a total of 5 votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel Index

By Parcel Number

Parcel #	Name
1	Heronwood
2	Egret Pond
3	Quail Meadow
4	Martin Downs Country Club
5	Sunset Trace (Plat # 6)
6	Eagle Lake
7	Pheasant Run
8	Osprey Creek
9	Martin Downs Village Center
10	Clubhouse Court
11	Ibis Point
12	Pine Ridge at Martin Downs Village I
13	Sunset Trace (Plat # 16)
14	Starling Court
15	Bank Parcel (High Meadows Ave/ Martin Downs Blvd)
16	Village Club/ Crane Creek
17	Monarch Club Drive
18	La Mariposa
19	Mallard Creek
20	Village Shoppes
21	Monarch (Plat # 22)
22	Monarch (Parcel # 14)
23	Charter Club
24	Bank Parcel (Matheson Ave/ Martin Downs Blvd)
25	Boating Club Lot
26	Montebello
27	Monarch (Plat # 28)
28	Monarch (Plat # 29)
29	Sunset Trace, Wellesley
30	Monarch (Plat # 31)
31	Monarch Country Club
32	Mallard Creek Tract B
33	Marina
34	Sunset Trace, Stamford
35	Meadows, Phase I
36	Mormon Church
37	Monarch Cove
38	Montessori School
39	Admiralty/ Chapman Way

Alphabetical

Parcel #	Name
39	Admiralty/ Chapman Way
24	Bank Parcel (Matheson Ave/ Martin Downs Blvd)
15	Bank Parcel (High Meadows Ave/ Martin Downs Blvd)
62	Bank Parcel- Town Center
49	Bank Parcel, Business Park
57	Blockbuster/ Drug Store
25	Boating Club Lot
59	Car Wash
23	Charter Club
10	Clubhouse Court
66	Coquina Cove
6	Eagle Lake
2	Egret Pond
70	First Bank of Indiantown
54	Gas Station Business Park
1	Heronwood
11	Ibis Point
60	Islesworth
18	La Mariposa
64	LBFH Parcel
40	Lutheran Church
19	Mallard Creek
32	Mallard Creek Tract B
67	Manero's Restaurant
33	Marina
42	Marina West Slips
4	Martin Downs Country Club
9	Martin Downs Village Center
53	McDonalds/ Chevron
45	Meadows, Parcel # 60
44	Meadows, Parcel # 61
50	Meadows, Parcel # 62-A
35	Meadows, Phase I
43	Meadows, Phase II, Parcel # 50
72	Michael Leonard's
22	Monarch (Parcel # 14)
21	Monarch (Plat # 22)
27	Monarch (Plat # 28)
28	Monarch (Plat # 29)

Parcel Index

40	Lutheran Church
41	Monarch, Parcel #14
42	Marina West Slips
43	Meadows, Phase II, Parcel # 50
44	Meadows, Parcel # 61
45	Meadows, Parcel # 60
46	Monarch, Parcel # 19, 20, & 21
47	Monarch, Parcel # 59
48	Parkway Plaza
49	Bank Parcel, Business Park
50	Meadows, Parcel # 62-A
51	Sandhill Cove Assisted Living Facility
52	Palm Pointe
53	McDonalds/ Chevron
54	Gas Station Business Park
55	Nursing Home
56	Self-Storage Parcel/ Common Property Business Park
57	Blockbuster/ Drug Store
58	Parkside
59	Car Wash
60	Islesworth
61	Publix
62	Bank Parcel- Town Center
63	Monarch- Cimarron, Willowbend, & Parcel # 22
64	LBFH Parcel
65	Monarch- Brookhaven, Parcels 55 & 56
66	Coquina Cove
67	Manero's Restaurant
68	Team Construction
69	Ruby Tuesday's Restaurant
70	First Bank of Indiantown
71	Town Center
72	Michael Leonard's

30	Monarch (Plat # 31)
65	Monarch- Brookhaven, Parcels 55 & 56
63	Monarch- Cimarron, Willowbend, & Parcel # 22
17	Monarch Club Drive
31	Monarch Country Club
37	Monarch Cove
46	Monarch, Parcel # 19, 20, & 21
47	Monarch, Parcel # 59
41	Monarch, Parcel #14
26	Montebello
38	Montessori School
36	Mormon Church
55	Nursing Home
8	Osprey Creek
52	Palm Pointe
58	Parkside
48	Parkway Plaza
7	Pheasant Run
12	Pine Ridge at Martin Downs Village I
61	Publix
3	Quail Meadow
69	Ruby Tuesday's Restaurant
51	Sandhill Cove Assisted Living Facility
56	Self-Storage Parcel/ Common Property Business Park
14	Starling Court
13	Sunset Trace (Plat # 16)
5	Sunset Trace (Plat # 6)
34	Sunset Trace, Stamford
29	Sunset Trace, Wellesley
68	Team Construction
71	Town Center
16	Village Club/ Crane Creek Golf Course Starting facility
20	Village Shoppes

B3

**CERTIFICATE OF AMENDMENT
TO THE
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.**

The Bylaws of Martin Downs Property Owners Association, Inc. were adopted on May 2, 1983; amended and restated at Official Records Book 1458, Page 819; amended at O.R. Book 1547, Page 764, et seq.; amended and restated at O.R. Book 1597, Page 147, et seq.; amended at O.R. Book 1841, Page 2508, et seq.; amended and restated at O.R. Book 2331, Page 2490, et seq., and amended at O.R. Book 3176, Page 2437, et. seq., Public Records of Martin County, Florida. The same Bylaws of Martin Downs Property Owners Association, Inc. are hereby amended as approved by a majority of the votes at the Member Representative Meeting on April 27, 2022.

1. Article III, Section 4 is amended to read as follows:

**ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE**

Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Landscape Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

(The balance of Article III remain unchanged.)

4. The foregoing amendments to the Bylaws of Martin Downs Property Owners Association, Inc. were approved by a majority of the votes at the Member Representative Meeting on April 27, 2022.



5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Bylaws of Martin Downs Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29th day of April, 2022.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Nancy Schilling
Print Name: Nancy Schilling

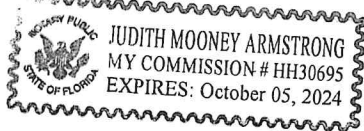
By: Timothy L. Graham
Timothy L. Graham President

Kyle A. Hughes
Print Name: Kyle A. Hughes

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Timothy Graham as President of Martin Downs Property Owners Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on April 29th, 2022.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

WITNESSES AS TO SECRETARY:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Nancy Schilling
Print Name: Nancy Schilling

By: Frank Trapani
Frank Trapani, Secretary

Kyle A. Hughes
Print Name: Kyle A. Hughes

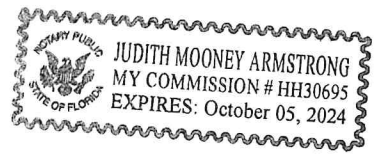
STATE OF FLORIDA
COUNTY OF Martin

CORPORATE SEAL

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Frank Trapani, as

Secretary of Martin Downs Property Owners Association, Inc., [✓] who is personally known to me, or [] who has produced _____ as identification on April 29th, 2022.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

B2



**CERTIFICATE OF A
TO THE
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.**

The Bylaws of Martin Downs Property Owners Association, Inc. were adopted on May 2, 1983; amended and restated at Official Records Book 1458, Page 819; amended at O.R. Book 1547, Page 764, et seq.; amended and restated at O.R. Book 1597, Page 147, et seq.; amended at O.R. Book 1841, Page 2508, et seq.; and amended and restated at O.R. Book 2331, Page 2490, et seq., Public Records of Martin County, Florida. The same Bylaws of Martin Downs Property Owners Association, Inc. are hereby amended as approved by a majority of the votes at the Member Representative Meeting on October 22, 2020.

1. Article III, Sections 2, 5(D) and 7 are amended to read as follows:

**ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE**

Section 2. Officers. The executive officers of the Master Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. Officers elected at the annual meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. No individual shall serve in one of the four elected officer positions for more than five (5) consecutive one (1) year terms.

Section 5. Resignation, Vacancy, Removal.

.....

D. Removal: Except as otherwise provided herein, any Directors may be removed by the Member which appointed him/her, with or without cause, and any officer, Executive Committee Member or Standing Committee Member of the Master Association may be removed by the Board of Directors or Executive Committee, at any time, with or without cause.

Section 7. The Master Association is prohibited from employing an Officer or Executive Committee Member or any person related by blood, marriage or adoption to an Officer or Executive Committee Member. Additionally, the Master Association is prohibited from employing any person related by blood, marriage or adoption to the Association Administrator or Chief of Security.

(The balance of Article III remains unchanged.)

2. Article VIII, Section 1 is amended to read as follows:

ARTICLE VIII
MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held upon a date appointed by the Executive Committee, during the month of April in each calendar year. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Executive Committee shall appoint from time to time. The purpose of such meeting shall be the election of the Executive Committee and officers of the Master Association and the transaction of other business authorized to be transacted by the Board of Directors. The order of business shall be as determined by the presiding officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such other place in Martin County, Florida, as shall be stated in the notice thereof. Additionally, a regular meeting of the Board of Directors will be held during the fourth quarter of each calendar year. The President shall designate the date, time and location of such regular meeting.

(The balance of Article VIII remains unchanged.)

3. Article IX, Section 1 is amended to read as follows:

ARTICLE IX
NOTICE OF MEETINGS

Section 1. Annual and Regular Meetings. Written notice of the annual and regular meetings of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

(The balance of Article IX remains unchanged.)

4. The foregoing amendments to the Bylaws of Martin Downs Property Owners Association, Inc. were approved by a majority of the votes at the Member Representative Meeting on October 22, 2020.

5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Bylaws of Martin Downs Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 4th day of November, 2020.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

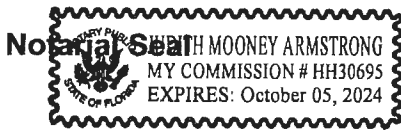
Deena M Gephart
Print Name: Deena M Gephart

By: Timothy Graham
Timothy Graham, President

Kyle A. Hughes
Print Name: Kyle A. Hughes

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Timothy Graham, as President of Martin Downs Property Owners Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on 11/04/20, 2020.



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/24

WITNESSES AS TO SECRETARY:

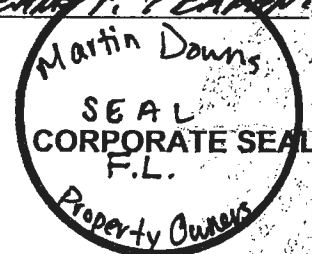
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Deena M Gephart
Print Name: Deena M Gephart

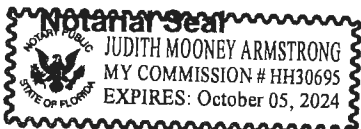
By: Frank Trapani
Frank P. Trapani, Secretary

Kyle A. Hughes
Print Name: Kyle A. Hughes

STATE OF FLORIDA
COUNTY OF Martin



The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Frank Trapani, as Secretary of Martin Downs Property Owners Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on 11/19/20, 2020.



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/24



Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County
100 SE Ocean Blvd., Stuart, FL 34994
(772) 288-5551

Transaction #: 976262	Agent #: 397	Source: MAIL
Receipt #: 834767	Attention:	Returned: MAIL
Cashier Date: 11/30/2020	Name: (397) ROSS EARLE & BONAN PA	Will Call #:
Cashier By: kgonzalez	Address: PO BOX 2401 STUART, FL 34994	

MISCELLANEOUS

CFN:

Book:

Page:

From:

To:

CERTIFICATE

CFN: 2852570

Book: 3176

Page: 2437

From: MARTIN DOWNS PROPERTY OWNERS
ASSOCIATION INC

To:

RECORDING FEE

\$27.00

PAYMENT: CHECK

26764

AMOUNT:

\$27.00

<u>Total Payments</u>	<u>Total Fees</u>	<u>Total Refund</u>	<u>Shortage</u>	<u>Check Overage</u>	<u>Escrow Balance</u>
\$27.00	\$27.00				\$480.52

A&R Bylaws

Exhibit "C"

THIRD AMENDED AND RESTATED
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

a Not-for-Profit corporation Under
the Laws of the State of Florida

This Third Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc., a Florida not for profit corporation, was at a duly convened meeting of the Board of Directors on April 30, 2008.

ARTICLE I
IDENTITY

Section 1. The name of this corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. The principal office of the Master Association is as established by the Board of Directors from time to time.

Section 3. The seal of the Master Association shall bear the name of the Master Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation, an impression of which is as follows:

CORPORATE SEAL:



Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Martin Downs, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II
PURPOSES

This Master Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Master Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 1. Directors.

The affairs of the Master Association shall be managed by a Board of Directors. Each Member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he/she may be reappointed. The organizational meeting of the newly appointed Board of Directors shall be held within ten (10) days of their appointment at such place and time as shall be fixed by the directors and no further notice of the organizational meeting shall be necessary. No director shall receive or be entitled to any compensation for his/her services as director, but shall be entitled to reimbursement for all expenses incurred by him/her as such, if incurred upon the authorization of the Board. All directors and officers must be Owners.

B2

Section 2. Officers. The executive officers of the Master Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. Officers elected at the annual meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify.

No individual shall simultaneously hold one of the four elected officer positions (President, Vice President, Secretary or Treasurer) and serve on the Board of Directors.

Section 3. Executive Committee. The Board of Directors shall appoint an Executive Committee consisting of seven (7) members. The Executive Committee shall be comprised of:

- A. The President of the Master Association.
- B. The member of the Board of Directors representing Meadows at Martin Downs Homeowners Association, Inc.
- C. The member of the Board of Directors representing Monarch Country Club Homeowners Association, Inc.
- D. The member of the Board of Directors representing Sunset Trace

Homeowners Association, Inc.

- E. A member of the Board of Directors representing one of the following:
- (i) Heronwood Homeowners Association, Inc.
 - (ii) Egret Pond Homeowners Association, Inc.;
 - (iii) Quail Meadow Homeowners Association, Inc.;
 - (iv) Eagle Lake Homeowners Association, Inc.;
 - (v) PR Homeowners Association, Inc.;
 - (vi) Osprey Creek Homeowners Association, Inc.;
 - (vii) Ibis Point Homeowners Association, Inc.;
 - (viii) Starling Court Homeowners Association, Inc.;
 - (ix) Mallard Creek Homeowners Association, Inc.;
 - (x) Clubhouse Court Condominium Association, Inc.; and
 - (xi) Club Facilities (as defined in the Declaration) a/k/a Martin Downs Country Club, Inc.

Hereinafter referred to as the "West Villages".

- F. A member of the Board of Directors representing one of the following:
- (i) Pine Ridge at Martin Downs Village I Condominium Association, Inc.;
 - (ii) The Charter Club at Martin Downs Homeowners Association, Inc. (f/k/a Pine Ridge at Martin Downs Village II Condominium Association, Inc.);
 - (iii) La Mariposa Homeowners Association, Inc.;
 - (iv) Montebello at Martin Downs Homeowners Association, Inc. (f/k/a The Townhomes of Montebello at Martin Downs Homeowners Association, Inc.);
 - (v) Admiralty Condominium Association, Inc.;
 - (vi) Palm Pointe Homeowners Association, Inc. (f/k/a Mill Creek Homeowners Association, Inc.);
 - (vii) Parkside at Martin Downs Homeowners Association, Inc.; and
 - (viii) Islesworth of Martin Downs Homeowners Association, Inc.

Hereinafter referred to as the "East Villages".

G. One of the members of the Board of Directors representing the Monarch Club Facilities or an Institutional Parcel (as defined in the Declaration).

B3 Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee
- D. Landscape Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

Section 5. Resignation, Vacancy, Removal.

A. Resignation: Any director, officer or Executive Committee Member of the Master Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Master Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: A vacancy occurring on the Board of Directors shall be filled by the Member which appointed the Director creating the vacancy, by appointing a person who shall serve until the next annual meeting of the Board.

C. Officer or Executive Committee Vacancy: When a vacancy occurs in an office or on the Executive Committee for any reason before the term has expired, the position shall be filled by the Executive Committee by electing a person to serve for the unexpired term. Any such replacement must be in compliance with the qualifications provided in Sections 2 and 3 above.

B2 D. Removal: Except as otherwise provided herein, any Director may be removed by the Member which appointed him/her, with or without cause, and any officer, Executive Committee Member or Standing Committee Member of the Master Association may be removed by the Board of Directors, at any time, with or without cause.

Section 6. Indemnification of Directors, Officers, A.R.B. Members and Executive Committee Members. Every Director, Officer, member of the Architectural Review Board ("A.R.B.") and Member of the Executive Committee shall be indemnified by the Master Association against liability and expenses which he/she may incur by reason of his/her being or having been a Director, Officer, A.R.B. member, or Executive Committee Member in accordance with the terms of the Declaration. The Master Association shall use its best efforts to obtain and maintain liability insurance for Directors and Officers in an amount of not less than Two Million Dollars (\$2,000,000.00).

B2 Section 7.

ARTICLE IV POWERS AND DUTIES OF THE MASTER ASSOCIATION AND THE EXERCISE THEREOF

The Master Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Master Association (the "Articles of Incorporation"), and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Master Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of

Incorporation.

2. The power to levy and collect Assessments against Members, Owners, Club Owners and Monarch Owner ~~Martin-Downs Utilities~~ as provided for in the Declaration.

3. The power to expend monies collected for the purpose of paying the Common Expenses of the Master Association.

4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Master Association Property and the Common Property.

5. The power to insure and keep insured the buildings and Improvements of the Master Association and other Improvements within the Property, as provided in the Declaration.

6. The power to employ the personnel required for the operation of the Master Association, the Master Association Property and the Common Property.

7. The power to pay utility bills for utilities serving the Master Association Property and the Common Property.

8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board of Directors may determine, except those matters which must be approved by Members.

9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to improve the Master Association Property and the Common Property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and the Traffic Regulations promulgated by the Master Association, including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2007), as amended from time to time.

12. The power to enforce by any legal means the provisions of the declarations of covenants and restrictions for the developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2007), as amended from time to time.

13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Members and Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations of the Master Association, the Traffic Regulations, the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

14. The power to pay all taxes and assessments which are liens against the Master Association Property and the Common Property.

15. The power to control and regulate the use of the Master Association Property and the Common Property by the Members and Owners, and to promote and assist adequate and proper maintenance of that property.

16. The power to borrow money and the power to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

17. The power to acquire real and personal property for the benefit and use of its Members and Owners and to dispose of the property in accordance with the Declaration and Articles of Incorporation.

18. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Master Association Property and the Common Property and of any facilities on lease to the Master Association or otherwise provided for the Master Association Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Master Association, as a Common Expense, unless the contract provides to the contrary.

19. The power to establish additional officers and/or directors of this Master Association and to appoint all officers, except as otherwise provided herein.

20. The power to maintain the Surface Water Management System.

21. The power to appoint the members of the Architectural Review Board in accordance with the Declaration, the Executive Committee and such other committees as the Board of Directors may deem appropriate.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

A. Act as presiding officer at all meetings of the Master Association, the Board of Directors, and the Executive Committee.

B. Call special meetings of the Board of Directors and Executive Committee.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive officer to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of Directors.

F. Serve on the Executive Committee and act as chairperson thereof.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall attend all Executive Committee Meetings as a non-voting member.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Board of Directors and Executive Committee, as a non-voting member, keep all records and minutes of proceedings thereof or cause the same to be done, and turn over all such books and records to the Board of Directors of the Master Association upon request.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his/her duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the Board of Directors and Executive Committee, as a non-voting member, and be available to report and take action as requested.

B. Receive such monies as shall be paid into his/her hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking

proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Master Association which he/she shall keep safely deposited and which he/she shall turn over to the Board of Directors of the Master Association upon request.

C. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association, and deliver such books to his/her successor. He/She shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He/She shall make a full and accurate report on matters and business pertaining to his/her office to the Board of Directors at the annual meeting, and make all reports required by law. He/She shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association as a Common Expense. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management as is deemed appropriate by the Board of Directors.

E. Serve as chairperson of the Budget committee.

ARTICLE VI DUTIES OF THE EXECUTIVE COMMITTEE

Section 1. Authority. The Executive Committee shall have and may exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority to:

A) Approve or recommend to the Master Association's members actions or proposals required by the Florida Not-For-Profit Corporation Act to be approved by members.

B) Elect officers of the Master Association (except to fill a vacancy for an unexpired term) or fill vacancies on the Board of Directors.

C) Adopt, amend, or repeal By-Laws or amend the Declaration of Covenants and Restrictions for Martin Downs.

Section 2. Functions. The Executive Committee shall perform the following functions:

A) Exercise all duties of the Board of Directors, not otherwise prohibited herein by resolution of the Board of Directors, during the intervals between meetings of the Board.

B) Prepare the annual budget of the Master Association and present it to the Board of Directors for approval. If the Board of Directors fails to act on the budget within 45 calendar days, the Executive Committee may approve it.

C) Oversee the bidding process (or other process authorized by the Board of Directors in specified cases involving technical or professional services) for the letting of all contracts having an initial price in excess of \$5,000. This includes all principal contracts for security, landscaping, lake maintenance, property management, construction, repair services, purchasing and insurance. Either the Executive Committee or the Board of Directors may authorize the letting of any such contract on behalf of the Master Association; provided,

however, that, except in an emergency, only the Board of Directors may authorize non-budgeted expenditures in excess of \$25,000. The amount of any such non-budgeted expenditure shall be determined by totaling all expenditures necessary to complete the specific project.

ARTICLE VII MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: Each Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to the Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

The fee simple owner of the Club Facilities, Country Club Property, Monarch Club Facilities and each Institutional Parcel shall be a Member of the Master Association upon recordation of an amendment to the Declaration, submitting such facility or Institutional Parcel to the Declaration. Membership by the fee simple owner of the facility or Institutional Parcel shall continue until such time as the fee simple owner transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership with respect to the facility or Institutional Parcel shall automatically be conferred upon the transferee. Membership held by the fee simple owner of the facility or Institutional Parcel shall be appurtenant to, and may not be separated from ownership of the facility or Institutional Parcel. No person or entity holding an interest of any type or nature whatsoever in the facility or Institutional Parcel only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of the Declaration, may designate the voting rights for such property.

Section 2. Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control. All other members of the Master Association shall have the number of votes as designated in the Declaration. Votes shall be cast at the meetings of the Board of Directors by that person appointed by the Association or member. Each Association and member shall file with the Secretary of the Master Association a notice designating the name of the individual who shall represent the Association or member on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such Association or Member. In the absence of such designation, the Association or Member shall not be entitled to vote on any matters coming before the Board of Directors.

ARTICLE VIII MEETINGS OF DIRECTORS

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Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held upon a date appointed by the Executive Committee, during the month of March in each calendar year. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Executive Committee shall appoint from time to time. The purpose of such meeting shall be the election of the Executive Committee and officers of the Master Association and the

transaction of other business authorized to be transacted by the Board of Directors. The order of business shall be as determined by the presiding officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such other place in Martin County, Florida, as shall be stated in the notice thereof. Additionally, a regular meeting of the Board of Directors will be held during the fourth quarter of each calendar year. The President shall designate the date, time and location of such regular meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of a majority of the directors. All notices of special meetings shall state the purpose, time and place of the meeting.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the total votes of the membership of the Master Association, as represented by the Directors present, shall constitute a quorum for the transaction of business, and the acts of a majority of the votes of the membership of the Master Association, as represented by the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Written Actions. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 6. Presiding Officer. In the absence of the President, the Vice President shall be the presiding officer. In the absence of both the President and Vice President, the members of the Executive Committee shall select one of their members to be the presiding officer of that meeting.

Section 7. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members. Any action taken by the Board of Directors at any such telephone meeting shall be confirmed in writing by all Directors as soon as reasonably possible thereafter.

Section 8. Order of Business. The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE IX NOTICE OF MEETINGS

B2 Section 1. Annual and Quarterly Meetings. Written notice of the annual and regular meetings of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand

delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X MEETINGS OF EXECUTIVE COMMITTEE

Section 1. Monthly Meetings. The Executive Committee shall hold monthly meetings at such time and place as designated by the Executive Committee.

Section 2. Special Meetings. Special Meetings of the Executive Committee may be called by the President or a majority of the Members of the Executive Committee.

Section 3. Notice of Meetings. Written notice of a meeting of the Executive Committee shall be mailed or electronically transmitted to each member of the Executive Committee at least two (2) days, and no more than sixty (60) days prior to such meeting. Additionally, notices of all Executive Committee meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting. In the case of an emergency, a meeting of the Executive Committee may be called upon telephone notice to all members. Nothing herein is to be construed to prevent committee members from waiving notice of meetings.

Section 4. Quorum. At all meetings of the Executive Committee, a majority of its members shall constitute a quorum. If a quorum of the Executive Committee is present when a vote is taken, the affirmative vote of a majority of those present shall be an act of the Executive Committee.

Section 5. Subcommittees. The Executive Committee may appoint subcommittees as it may deem necessary.

Section 6. Minutes. Minutes shall be taken at all Executive Committee Meetings and copies of such minutes shall be sent to each Member.

ARTICLE XI PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Master Association or with the Statutes of the State of Florida.

ARTICLE XII ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Members, as set forth in the Declaration.

**ARTICLE XIII
FISCAL MANAGEMENT**

Section 1. Fiscal Year. The fiscal year of the Master Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Master Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds shall be required in an amount not less than the maximum funds that will be in the custody of the Master Association or its management agent at any one time from all officers and employees of the Master Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Master Association as a Common Expense.

Section 4. Records. The Master Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register of the names of all Institutional Mortgagees who have notified the Master Association of their liens, and to which lien holders the Master Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Master Association, as prepared by an independent accountant.

Section 6. Insurance. The Master Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Master Association and its Members.

Section 7. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

**ARTICLE XIV
ADMINISTRATIVE RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt Rules and Regulations and Traffic Regulations governing the details of the operation and use of the Master Association Property and the Common Property, including, without limitation, the Streets, provided that the Rules and Regulations and the Traffic Regulations shall be equally applicable to all Members and Owners and uniform in application and effect.

**ARTICLE XV
VIOLATIONS AND DEFAULTS**

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Master Association, the Traffic Regulations of the Master Association, the Articles of Incorporation, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations, the Master Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, the right to levy fines pursuant to Florida Statute §720.305 (2007), as amended from time to time, and in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Member and/or Owner at fault shall be liable for court costs and the Master Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Master Association without waiving the lien securing such unpaid assessments.

**ARTICLE XVI
AMENDMENT OF BY-LAWS**

These By-Laws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

**ARTICLE XVII
VALIDITY**

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

**ARTICLE XVIII
CONSTRUCTION**

These By-Laws and the Articles of Incorporation of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the

Articles of Incorporation and the By-Laws.

ARTICLE XIX
NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718 (1983), in existence as of the date of execution of these By-Laws.

The foregoing were adopted as the Third Amended and Restated By-Laws of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the meeting of the Board of Directors on April 30, 2008.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 5th day of MAY, 2008.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Witness #1 Signature

By [Signature]
Dennis Rohan, President

[Signature]
Witness #2 Signature

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 5, 2008, by Dennis Rohan, as President of Martin Downs Property Owners Association, Inc. ~~X~~ who is personally known to me, or [] who produced identification in the form of _____



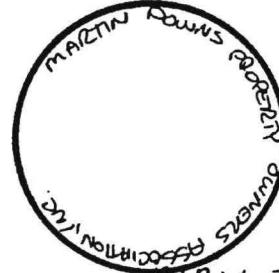
[Signature]
NOTARY PUBLIC
Printed Name: VALERIE A KARPINSKI
Commission expires: AUGUST 19 2011

M Paul Rice
Witness #1 Signature

Valerie Karpinski
Witness #2 Signature

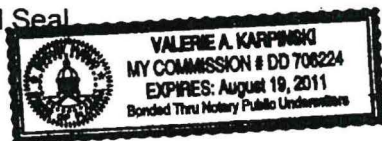
STATE OF FLORIDA
COUNTY OF MARTIN

By Robert Graves
Robert Graves, Secretary



The foregoing instrument was acknowledged before me on MAY 5, 2008, by Robert Graves, Secretary of Martin Downs Property Owners Association, Inc. who is personally known to me, or [] who produced identification in the form of _____.

Notarial Seal



Valerie Karpinski
NOTARY PUBLIC
Printed Name: VALERIE A KARPINSKI
Commission Expires: AUGUST 19 2011

A&R Articles

Exhibit "B"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MARTIN DOWNS
PROPERTY OWNERS ASSOCIATION, INC.

(a corporation not for profit)

The purpose of these Amended and Restated Articles of Incorporation is to continue the purpose of the Articles of Incorporation filed with the Florida Secretary of State on April 14, 1983, which purpose was to form a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes (the "Florida Not For Profit Corporation Act").

ARTICLE I
NAME

The name of the corporation shall be MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

ARTICLE II
PURPOSE

The purpose for which the Master Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Master Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Martin Downs (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III
POWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers of a

corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Master Association Property and the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against Members, Owners, Club Owners and Monarch Owner to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Master Association Property and the Common Property;

E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;

F. To make and amend Bylaws for the Master Association and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Master Association Property and the Common Property.

H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations of the Master Association, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the Bylaws of the Associations, and the rules and regulations promulgated by the Associations.

I. To provide for management and maintenance and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Master Association Property and the Common Property. The Master Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Master Association.

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, directors, or officers of the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV MEMBERSHIP

Qualification for, and admission to, membership in the Master Association shall be regulated by the Declaration and the Bylaws of the Master Association.

ARTICLE V BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors. All directors and officers must be Owners. Each member of the Master Association shall appoint one (1) member of the Board of Directors who shall serve until the next annual meeting of the Board of Directors, at which time, he may be reappointed.

ARTICLE VI OFFICERS

Officers shall be elected at the annual meeting of the Board and shall hold office until the next annual meeting of the Board of Directors or until their successors shall have been appointed and shall qualify.

ARTICLE VII INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE A.R.B.

Every Director and Officer and member of the Architectural Review Board of the Master Association shall be indemnified by the Master Association as provided in the Declaration

ARTICLE VIII
BYLAWS

The Bylaws of the Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

ARTICLE IX
AMENDMENTS

These Articles of Incorporation of the Master Association may be amended, altered or rescinded by a vote of at least fifty-one percent (51%) of the members.

ARTICLE X
REGISTERED AGENT AND REGISTERED OFFICE

The registered agent and registered office shall be as designated from time to time by the Board of Directors.

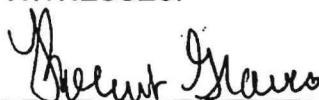
ARTICLE XI
NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Chapter 718, Florida Statutes (1983), in existence as of the date of filing the Articles with the Secretary of State, State of Florida.

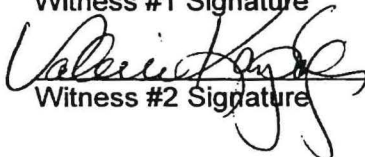
The foregoing were adopted as the Amended and Restated Articles of Incorporation of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the meeting of the Board of Directors on April 30, 2008, which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 5th day of MAY, 2008.

WITNESSES:



Witness #1 Signature



Witness #2 Signature

MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.

By 

Dennis Rohan, President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 5, 2008, by Dennis Rohan, as President of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who produced identification in the form of _____.



Valerie Karpinski
NOTARY PUBLIC
Printed Name: VALERIE A KARPINSKI
Commission expires: AUGUST 19 2011

M. Paul Rice
Witness #1 Signature

By *Robert Graves*
Robert Graves, Secretary

Valerie Karpinski
Witness #2 Signature



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 5, 2008, by Robert Graves, Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who produced identification in the form of _____.

Notarial Seal

Valerie Karpinski
NOTARY PUBLIC
Printed Name: VALERIE A KARPINSKI
Commission Expires: AUGUST 19 2011

MRTA

NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARTIN DOWNS PURSUANT TO FLORIDA STATUTES CHAPTER 712

Notice is hereby given that Martin Downs Property Owners Association, Inc., 3501 SW Corporate Parkway, Palm City, FL 34990, files this Notice of Preservation of the Declaration of Covenants and Restrictions for Martin Downs dated May 2, 1983, as recorded in Official Records Book 571, Page 787 et seq., Public Records of Martin County, Florida. Amendments to the Declaration have been recorded in the Official Records of Martin County, Florida at the following Official Record books and pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330, amended and restated at 2331/2421 and further amended at 2520/2946.

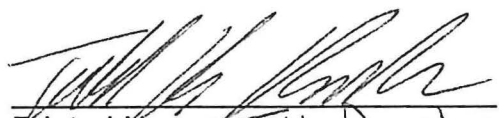
The property affected by this Declaration is more specifically described on Exhibit "A" attached hereto.

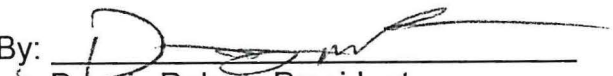
Attached hereto as Exhibit "B" is an Affidavit executed by a member of the Board of Directors of the Association affirming that the statement required by Florida Statute §712.06(1)(b)(2012) has been mailed to all members of the Association.

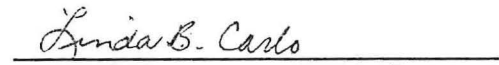
Attached hereto as Exhibit "C" is a true and accurate copy of the Declaration of Covenants and Restrictions for Martin Downs and all amendments thereto. Please note the undersigned certifies that the filing of this notice was authorized by a vote of at least two-thirds (2/3) of the members of the Board of Directors of the Association.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.


Printed Name: Todd Rosenhan

By: 
Dennis Rohan, President

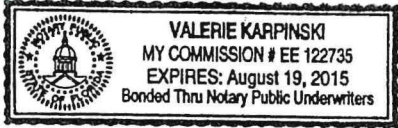

Printed Name: LINDA B CARLO

Clerk's Note:
Legibility of this document
determined to be substandard

**CLERK'S NOTE: DOCUMENT RECEIVED
IN THIS CONDITION**

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 28, 2012, by Dennis Rohan, as President of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial Seal

Valerie Karpinski
Notary Public

WITNESSES AS TO SECRETARY:

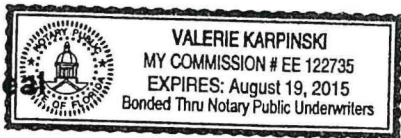
[Signature]
Printed Name: Linda Roseberry

Linda B. Carlo
Printed Name: LINDA B. CARLO

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.
By: [Signature]
Robert Graves, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 28, 2012 by Robert Graves, as Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial Seal

Valerie Karpinski
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1. Heronwood. Submitted in original Declaration, also governed by Heronwood Homeowners Association, Inc.

All of Heronwood, Plat No. 1, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 35.

Parcel 2. Egret Pond. Submitted in First Amendment, also governed by Egret Pond Homeowners Association, Inc.

All of Egret Pond, Plat No. 4, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 39.

Parcel 3. Quail Meadow. Submitted in Second Amendment, also governed by Quail Meadow Homeowners Association, Inc.

All of Quail Meadow, Plat No. 5, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 40.

Parcel 4. Martin Downs Country Club. Submitted in Third Amendment.

All of Martin Downs Country Club, Plat No. 10 ("Plat No. 10") according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 63.

(referred to herein as the "Country Club Property").

NOTE: Country Club Property not is subject to terms other than as expressly provided in Third Amendment. See Parcel 16 below for vote and assessment allocation.

Parcel 5. Sunset Trace (Plat 6). Submitted in the Fourth Amendment, also governed by the Sunset Trace Homeowners Association, Inc.

All of Sunset Trace, Plat No. 6, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 52.

Parcel 6. Eagle Lake. Submitted in the Fifth Amendment, also governed by Eagle Lake Homeowners Association, Inc.

All of Eagle Lake, Plat No. 7, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 57.

Parcel 7. Pheasant Run. Submitted in the Sixth Amendment, also governed by PR Homeowners Association, Inc.

All of Pheasant Run Plat No. 8, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 58.

Parcel 8. Osprey Creek. Submitted in the Seventh Amendment, also governed by Osprey Creek Homeowners Association, Inc.

All of Osprey Creek Plat No. 9, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 59.

Parcel 9. Martin Downs Village Center. Submitted in the Ninth Amendment.

All of the Plat of Martin Downs Village Center, according to the Plat thereof recorded in Plat Book 9, Page 88, Public Records of Martin County, Florida.

Five votes for each acre for a total of 100 votes/ assessed equal to five Residential Parcels per acre for a total of 100 Residential Parcels.

Parcel 10. Clubhouse Court. Submitted in Tenth Amendment, also governed by Clubhouse Court Condominium Association, Inc.

All of the Plat of Clubhouse Court recorded February 22, 1985, in Plat Book 9, Page 90, Public Records of Martin County, Florida, less and except that portion of said plat designated as Parcel "A".

Parcel 11. Ibis Point. Submitted in Eleventh Amendment, also governed by Ibis Point Homeowners Association, Inc.

All of the Plat of Ibis Point, being Martin Downs Plat No. 12, as recorded on March 21, 1985, in Plat Book 9, Page 93, public records of Martin County, Florida.

Parcel 12. Pine Ridge at Martin Downs Village I. Submitted in Twelfth Amendment, also governed by Pine Ridge at Martin Downs Village I Condominium Association, Inc.

All of the Plat of Pine Ridge at Martin Downs Village I, being Martin Downs Plat No. 14, as recorded on June 27, 1985, in Plat Book 9, Page 98, public records of Martin County, Florida.

Parcel 13. Sunset Trace (Plat 16). Submitted in Thirteenth Amendment , also governed by Sunset Trace Homeowners Association, Inc.

All of the Plat of The Villas at Sunset Trace, being Plat No. 16 of Martin Downs as recorded on November 20, 1985 in Plat Book 10, Page 12, public records of Martin County, Florida.

Parcel 14. Starling Court. Submitted in the Fourteenth Amendment, also governed by Starling Court Homeowners Association, Inc.

All of the Plat of Starling Court, being Plat No. 15 of Martin Downs as recorded on November 7, 1985 in Plat Book 10, Page 7, public records of Martin County, Florida.

Parcel 15. Bank Parcel (High Meadows Ave./Martin Downs Blvd.) submitted in Fifteenth Amendment, designated as an Institutional Parcel.

All of Plat No. 18 of Martin Downs, according to the Plat thereof, as recorded in Plat Book 10, Page 35, public records of Martin County, Florida.

Five votes for each acre for a total of five votes/assessed equal to five Residential Parcels for each per acre for a total of five Residential Parcels.

Parcel 16. Village Club and Crane Creek Golf Course Starting Facility. Submitted in Tenth Amendment.

VILLAGE CLUB

All of the Plat of Crane Creek Racquet Club – Phase 1, according to the Plat thereof as recorded in Plat Book 10, Page 24, public records of Martin County, Florida.

LESS AND EXCEPT the following described parcel:

A parcel of land lying in Section 12, Township 38 South, Range 40 East Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the S.W. corner of said Section 12, thence N 0°29' 53"E, a distance of 733.05 feet; thence S 89° 30' 07"E, a distance of 934.03 feet

to a point on the Easterly right-of-way of Racquet Club Drive, a 50.0 feet right-of-way said POINT also being the POINT OF BEGINNING, thence $32^{\circ} 43' 20''$ E, a distance of 30.00 feet; thence $N 57^{\circ} 16' 40''$ W, a distance of 30.00 feet; thence $S 32^{\circ} 43' 20''$ W, a distance of 30.00 feet to a point of the Easterly right-of-way of said Racquet Club Drive; thence Southeasterly along said right-of-way to the POINT OF BEGINNING.

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North $16^{\circ} 07' 58''$ West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North $16^{\circ} 07' 58''$ West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North $67^{\circ} 06' 40''$ East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South $50^{\circ} 25' 22''$ East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South $56^{\circ} 32' 48''$ East, a distance of 134.24 feet; Thence

South $62^{\circ} 59' 14''$ East, a distance of 114.49 feet; Thence

South $15^{\circ} 56' 43''$ East, a distance of 385.85 feet; Thence

South $44^{\circ} 54' 13''$ West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South $31^{\circ} 31' 26''$ West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

Along with Parcel 4 above, this parcel shall have a total of 75 votes/assessed for a total of 75 Residential Parcels. The above described Village Club property shall be allocated 3 of the 75 votes and assessed for 3 Residential Parcels. Parcel 4 above and the Crane Creek Starting Facility described above shall be allocated 72 of the 75 votes and assessed for 72 Residential Parcels.

Parcel 17. Monarch Club Drive. Submitted in Seventeenth Amendment (legal description amended by Thirty-second Amendment), also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 19 "A", according to the Plat thereof, as recorded in Plat Book 10, Page 92, Public Records of Martin County, Florida.

Parcel 18. LaMariposa. Submitted in Eighteenth Amendment, also governed by LaMariposa Homeowner's Association, Inc.

A parcel of land being all of Tracts 18 and 31, of the plat of PALM CITY FARMS, as recorded in Plat Book 6, Page 42 of the Public Records of

Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida.

Parcel 19. Mallard Creek. Submitted in the Nineteenth Amendment, also governed by Mallard Creek Homeowner's Association, Inc.

All of Plat No. 21, according to the Plat thereof as recorded in Plat Book 10, Page 51, Public Records of Martin County, Florida.

Parcel 20. Village Shoppes. Submitted in the Twentieth Amendment, designated as an Institutional Parcel.

All of the Plat of Village Shoppes at the Downs being Plat No. 28, Martin Downs, according to the plat thereof recorded in Plat Book 10, Page 65, Public Records of Martin County, Florida.

Five votes for each acre for a total of 32 votes/assessed equal to five Residential Parcels for each acre for a total of 32 Residential Parcels.

Parcel 21. Monarch – Plat 22. Submitted in the Twenty-first Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 22, according to the Plat thereof, as recorded in Plat Book 10, Page 52, Public Records of Martin County, Florida.

Parcel 22. Monarch – Parcel 14. Submitted in the Twenty-second Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 20, according to the Plat thereof, as recorded in Plat Book 10, Page 50, Public Records of Martin County, Florida.

Parcel 23. Pine Ridge Village II (aka Charter Club). Submitted in the twenty-third Amendment, also governed by Pine Ridge at Martin Downs Village II Condominium Association, Inc.

All of the Plat of The Charter Club at Martin Downs, being Plat No. 27, Martin Downs PUD recorded in Plat Book 11, Page 15, Public Records of Martin County, Florida.

Parcel 24. Bank Parcel (Matheson Ave/Martin Downs Blvd.). Submitted in the Twenty-fourth Amendment, designated as an Institutional Parcel.

All of Plat No. 26 of Martin Downs recorded in Plat Book 10, Page 69, Public Records of Martin County, Florida.

Five votes for each acre for a total of five votes/assessed for five Residential Parcels for each acre for a total of five Residential Parcels.

Parcel 25. Boating Club Lot. Submitted in the Twenty-fifth Amendment.

All of the Property described on Plat 24 of the Martin Downs P.U.D. as recorded in Plat Book 10, Page 63 of the Public Records of Martin County, Florida.

No votes/no assessments. Exempted from architectural and landscape controls pursuant to Twenty-sixth Amendment.

Parcel 26. Montebello. Submitted in the Twenty-seventh Amendment, also governed by the Townhomes of Montebello at Martin Downs Homeowner's Association, Inc.

A parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the North one-quarter (1/4) corner of said Section 13; thence N 88°54'28"W, along the North line of said Section 13, a distance of 100.00 feet to a point on the West right-of-way line of S.W. High Meadows Avenue (a 200.00 foot right-of-way); thence S 00°59'10"W, along said West right-of-way, a distance of 236.26 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue S 00°59'10"W, along said West right-of-way line, a distance of 235.99 feet; thence S 84°32'52"W, a distance of 152.51 feet to the point of curvature of a curve, concave to the Southeast, having a radius of 215.00 feet; thence Southwesterly, along the arc of said curve through a central angle of 61°46'47", a distance of 231.83 feet to the point of tangency; thence S 22°46'05"W, a distance of 131.87 feet to the point of curvature of a non tangent curve, concave to the Northwest, having a radius of 90.00 feet whose center bears S 73°43'33"W; thence Southwesterly, along the arc of said curve through a central angle of 83°25'53", a distance of 131.05 feet to the point of curvature of a non tangent curve, concave to the Southeast, having a radius of 360.00 feet whose center bears S 67°21'05"E; thence Southwesterly along the arc of said curve through a central angle of 18°51'09", a distance of 118.45 feet; thence S 85°42'27"W, a distance of 178.69 feet; thence N 04°17'33"W, a distance of 128.50 feet; thence N 22°30'36"E, a distance of 131.25 feet; thence N 07°41'40"E, a distance of 104.28 feet; thence N 34°03'25"E, a distance of 366.49 feet; thence N 58°14'13"E, a distance of 104.25 feet; thence N 84°32'52"E, a distance of 294.21 feet to the POINT OF BEGINNING. Containing 4.7252 acres, more or less.

Parcel 27. Monarch, Plat 28. Submitted by the Twenty-eighth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 28 according to the plat thereof, as recorded in Plat Book 10, Page 73, Public Records of Martin County, Florida.

Parcel 28. Monarch, Plat 29. Submitted by the Twenty-ninth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 29 "A", according to the Plat thereof, as recorded in Plat Book 10, Page 91, Public Records of Martin County, Florida.

Parcel 29. Wellesley, Sunset Trace. Submitted by Thirtieth Amendment, also governed by Sunset Trace Homeowner's Association, Inc.

All of the Plat of Wellesley at Sunset Trace, Phase I, being Plat No. 33 of Martin Downs, as recorded in Plat Book 10, Page 80, Public records of Martin County, Florida.

Parcel 30. Monarch, Plat 31. Submitted by Thirty-first Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of Plat No. 31 according to the Plat thereof, as recorded in Plat Book 10, Page 81, Public Records of Martin County, Florida.

Parcel 31. Monarch Country Club. Submitted by Thirty-third Amendment.

All of Plat No. 34, according to the Plat thereof, as recorded in Plat Book 10, Page 93, Public Records of Martin County, Florida

(referred to herein as "Monarch Club Property")

Votes equal to 60 Residential Parcels/assessments equal to 60 Residential Parcels.

NOTE: Monarch Club Property not subject to terms of Declaration other than as expressly provided in Thirty-third Amendment.

Parcel 32. Mallard Creek (Tract B). Submitted by Thirty-fourth Amendment, also governed by Mallard Creek Homeowner's Association, Inc.

All of Tract "B" as shown on the plat of Mallard Creek, being Plat No. 21 of Martin Downs, P.U.D., as recorded in Plat Book 10, Page 51. Public Records of Martin County, Florida.

Parcel 33. Marina. Submitted by the Thirty-fifth Amendment, also governed by Martin Downs Marina Village Association, Inc.

All of Plat No. 35, being a portion of Parcel No. 29, Martin Downs P.U.D. recorded in Plat Book 11, Page 25, Public Records of Martin County, Florida.

Votes equal to five Residential Parcels/assessed equal to five Residential Parcels.

Parcel 34. Stamford, Sunset Trace. Submitted by the Thirty-sixth Amendment, also governed by Sunset Trace Homeowner's Association, Inc.

All of the Plat of Stamford at Sunset Trace, being Plat No. 36 at Martin Downs, as recorded in Plat Book 11, Page 11, Public Records of Martin County, Florida.

Parcel 35. Meadows, Phase I. Submitted by the Thirty-eighth Amendment. Also governed by Meadows at Martin Downs Homeowners, Association, Inc.

Please refer to Exhibit "A" attached to the Thirty-eighth Amendment to Declaration of Covenants and Restrictions for Martin Downs, recorded in Official Records Book 751, Page 801 et seq., Public Records of Martin County, Florida.

Parcel 36. Mormon Church (Matheson Ave.). Submitted by the Thirty-ninth Amendment, designated as an Institutional Parcel.

All of Plat No. 37, being Parcel No. 31B, Martin Downs P.U.D., as recorded in Plat Book 11, Page 40, Public records of Martin County, Florida.

Five votes for each acre, for a total of 20 votes/no assessments so long as property is not subject to ad valorem taxes.

Parcel 37. Monarch Cove. Submitted by the Fortieth Amendment, also governed by Monarch Country Club Homeowner's Association, Inc.

All of the Plat of Monarch Cove, Plat No. 38, being Parcel No. 17, Martin Downs P.U.D., as recorded in Plat Book 11, Page 28, Public Records, Martin County, Florida

Parcel 38. Montessori School. Submitted by the Forty-first Amendment.

All of Plat No. 39, being Parcel No. 43B, Martin Downs P.U.D., as recorded in Plat Book 11, Page 45, Public Records, Martin County, Florida

5 votes/assessed equal to 5 Residential Parcels

Parcel 39, The Admiralty/Chapman Way. Submitted by the Forty-second Amendment, also governed by Admiralty Condominium Association, Inc.

All of Plat No. 40, being a portion of Parcel No. 29, Martin Downs P.U.D., as recorded in Plat Book 11, Page 67, Public Records of Martin County, Florida.

Parcel 40. Lutheran Church. Submitted by the Forty-third Amendment, designated as an Institutional Parcel.

A parcel of land being a portion of Block 6, 7, 8, 10, and adjacent roadways as shown on "The Plat of the Cleveland 2nd Addition to the Town of Palm City, Florida", as recorded in Plat Book 11, Page 63 of the Public Records of Palm Beach (now Martin) County, Florida; lying in Section 18, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 18; thence S 00°21'44"W, along the East section line of the aforementioned Section 18, a distance of 683.54 feet to the intersection of the prolongation of the South right-of-way line of Naomi Avenue (60.00 foot right-of-way) and the East section line of said Section 18; thence N 89°25'15"W, along said South right-of-way line of Naomi Avenue and prolongation thereof, a distance of 180.00 feet to the POINT OF BEGINNING; thence S 00°21'29"W, a distance of 50.14 feet to a point on the Westerly top of bank of Danforth Creek as it presently lies, the following eight (8) courses run along said Westerly top of bank of Danforth Creek; thence S 62°38'12"W, a distance of 7.43 feet; thence S 43°47'45"W, a distance of 76.94 feet; thence S 36°00'15"W, a distance of 50.56 feet; thence S 32°19'54"W, a distance of 100.36 feet; thence S 14°33'05"W, a distance of 103.35 feet; thence S 25°50'05"W, a distance of 50.00 feet; thence S 38°47'15"W, a distance of 51.31 feet; thence S 32°20'18"W, a distance of 44.07 feet so a point lying 65.00 feet North of the centerline of S.W. Martin Downs Blvd., as recorded in Plat Book 10, Page 42 of the Public Records of Martin County, Florida; thence N 89°31'29"W along a line which is 65.00 feet North of, and parallel with said centerline of S.W. Martin Downs Blvd., a distance of 364.25 feet; thence N 00°22'28"E, a distance of 3.72 feet; thence N 89°31'29"W, a distance of 7.00 feet; thence N 00°22'20"E, a distance of 157.60 feet; thence S 89°23'55"E, a distance of 131.98 feet; thence N 00°22'20"E, a distance of 298.96 feet to a point on the South right-of-way line of the aforementioned Naomi Avenue; thence S 89°25'15"E, along the South right-of-way line of said Naomi Avenue, a distance of 483.32 feet to the POINT OF BEGINNING.

Said parcel containing 4.32 acres, more or less.

Five votes for each acre for a total of 20 votes/no assessments so long as property is not subject to ad valorem taxes.

Parcel 41. Monarch, Parcel 14. Submitted by the Forty-fourth Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

A parcel of land lying in Section 12, Township 38 South, Range 40 East and Section 7 and 18, Township 38 South, Range 41 East, Martin County, Florida, described as follows.

Commence at the Southwest corner of said Section 7; thence N 0°22'35"E, along the West line of said section, a distance of 564.40 feet to the POINT OF BEGINNING of the herein described parcel of land; thence N 84°33'04"E, a distance of 13.34 feet to a point on the West Boundary of Plat No. 20, Martin Downs P.U.D., as recorded in Plat Book 10, Page 50 of the Public Records of Martin County, Florida; thence S 05°26'56"E, a distance of 204.70 feet to the point of curvature of a curve, concave to the East, having a radius 2438.34 feet; thence Southerly, along the arc of said curve through a central angle of 08°49'01", a distance of 375.22 feet; thence S 14°15'57"E, a distance of 275.73 feet to the point of curvature of a curve, concave to the West, having a radius 774.90 feet; thence Southerly along the arc of said curve, through a central angle of 16°49'05", a distance of 227.46 feet; thence S 02°33'09"W, a distance of 105.11 feet to the Southwest corner of aforementioned Lot 21; thence N 87°26'51"W, a distance of 9.00 feet; thence N 02°33'09"E, a distance of 105.11 feet to the point of curvature of a curve, concave to the West, having a radius of 765.90 feet; thence Northerly, along the arc of said curve, through a central angle of 16°49'05", a distance of 224.82 feet; thence N 14°15'57"W, a distance of 275.73 feet to the point of curvature of a curve, concave to the East, having a radius of 2447.34 feet; thence Northerly along the arc of said curve through a central angle of 05°42'48", a distance of 244.04 feet; thence S 80°50'22"W, a distance of 16.00 feet to a point on a curve, concave to the East, having a radius of 2463.34 feet, the radius point of which bears N 81°26'37"E; thence Northerly along the arc of said curve, through a central angle of 03°06'27", a distance of 133.60 feet; thence N 05°26'56"W, a distance of 204.70 feet; thence N 84°33'04"E, a distance of 11.66 feet to the POINT OF BEGINNING.

Parcel 42. Marina Wet Slips. Submitted by the Forty-Fifth Amendment.

Lots 1-22, Tracts A & B

A parcel of land lying in Government Lot 3, Section 8, Township 38 South, Range 41 East, Martin County, Florida.

Being a portion of Riverview Subdivision, as recorded in Plat Book 5, Page 1, Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the Southwest corner of the aforementioned Government Lot 3, said point also being on the North line of Pelican Cove Subdivision, as recorded in Plat Book 2, Page 96, Martin County, Florida, Public Records; thence N 89°51'38"W along said North line of Pelican Cove Subdivision, a distance of 1246.85 feet to a point on the East right-of-way line of Southwest Mapp Road (an 80.00 foot right-of-way); thence N 00°27'46"E, a distance of 371.63 feet; thence S 89°51'51"E, a distance of 1027.17 feet; thence N 37°27'09"E, a distance of 134.00 feet; thence S 52°32'51"E, a distance of 177.20 feet to the POINT OF BEGINNING of the herein described parcel of land; thence N64°44'29"E, a distance of 17.67 feet; thence N 54°32'10"E, a distance of 30.51 feet; thence N 49°34'52"E, a distance of 30.64 feet; thence N 36°15'32"E, a distance of 71.14 feet; thence N 42°05'43"E, a distance of 27.50 feet; thence N 55°06'58"E, a distance of 31.79 feet; thence N 73°09'06"E, a distance of 31.74 feet; thence N 79°52'43"E, a distance of 32.64 feet; thence S 49°20'53"E, a distance of 19.28 feet; thence S 13°17'31"E, a distance of 36.96 feet; thence S 17°20'35"E, a distance of 55.76 feet; thence S 04°07'29"E, a distance of 27.13 feet; thence S 03°47'56"W, a distance of 30.13 feet; thence S 38°24'46"E, a distance of 26.34 feet; thence S 73°18'06"E, a distance of 47.93 feet; thence S 59°07'01"W, a distance of 55.47 feet; thence S 75°08'53"W, a distance of 56.00 feet; thence N 14°51'07"W, a distance of 172.08 feet; thence S 39°18'00"W, a distance of 138.22 feet; thence S 78°41'06"W, a distance of 18.16 feet; thence N 50°43'17"W, a distance of 34.48 feet; thence S 60°47'34"W, a distance of 120.00 feet; thence N 28°37'30"W, a distance of 6.00 feet; thence N 60°47'34"E, a distance of 94.77 feet; thence N 52°32'51"W, a distance of 15.68 feet to the POINT OF BEGINNING.

Said parcel containing 0.627 acres, more or less.

Lots 23-25

A parcel of land lying in Government Lot 1, Section 7, Township 38 South, Range 41 East, and Government Lot 3, Section 8, Township 38 South, Range 41 East, Martin County, Florida.

Being a portion of Riverview Subdivision, as recorded in Plat Book 5, Page 1, Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the Southeast corner of the aforementioned Government Lot 1, said point also being a point on the North line of Pelican Cove Subdivision, as recorded in Plat Book 2, Page 96, Martin County, Florida, Public Records; thence N 89°51'38"W along said North line of Pelican Cove Subdivision, and South line of said Government Lot 1, a distance of 1246.85 feet to a point on the East right-of-way line of Southwest Mapp Road (an 80.00 foot right-of-way); thence N 00°27'46"E, a distance of 371.63 feet; thence S 89°51'51"E, a distance of 1027.17 feet; thence N 37°27'09"E, a distance of 134.00 feet; thence S 52°32'51"E, a distance of 192.88 feet; thence S 60°47'34"W, a distance of 94.77 feet; thence S 28°37'30"E, a distance of 6.00 feet to the POINT OF BEGINNING; thence N 60°47'34"E, a distance of 120.00 feet; thence S 50°43'17"E, a distance of 34.48 feet; thence S 78°41'06"W, a distance of 47.90 feet; thence S 61°22'30"W, a distance of 87.23 feet; thence N 28°37'30"W, a distance of 16.47 feet to the POINT OF BEGINNING.

Containing 0.055 acres, more or less.

No votes/no assessments/no security services.

Parcel 43. Meadows, Phase II, Parcel 50. Submitted by Forty-sixth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 50 at the Meadows being Plat No. 46 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 75, Public Records, Martin County, Florida.

Parcel 44. Meadows, Parcel 61. Submitted by Forty-eighth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 61 at the Meadows, being Plat No. 49 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 95, Public Records, Martin County, Florida.

Parcel 45. Meadows, Parcel 60. Submitted by Forty-ninth Amendment, also governed by Meadows at Martin Downs Homeowners Association, Inc.

All of the Plat of Parcel 60 at the Meadows, being Plat No. 50 of Martin Downs P.U.D. as recorded in Plat Book 11, Page 94, Public Records, Martin County, Florida.

Parcel 46. Monarch, Parcels 19, 20 & 21. Submitted by Fifty-first Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 47, Martin Downs P.U.D. as recorded in Plat Book 11, Page 88, Public Records, Martin County, Florida.

Parcel 47. Monarch, Parcel 59. Submitted by Fifty-second Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of Plat No. 48, Martin Downs P.U.D. as recorded in Plat Book 11, Page 89, Public Records, Martin County, Florida.

Parcel 48. Parkway Plaza. Submitted by Fifty-third Amendment, designated as an Institutional Parcel. Owner is Member of and also governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land being Tract "E" and Parcel "F-1" of Proposed Plat No. 51, Martin Downs Business Park, a part of Martin Downs P.U.D. lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at the West Quarter (W ¼) corner of said Section 13, Township 38 South, Range 40 East, Martin County, Florida; run thence S00°29'53"W along the West line of said Section 13, a distance of 15.00 feet; thence S 89°16'44"E; a distance of 40.00 feet to the point of beginning; thence continue S 89°16'44"E, a distance of 351.00 feet; thence S00°29'53"W, a distance of 526.88 feet to a point on a curve concave to the South, whose center bears S 08°50'20"W and having a radius of 1185.92 feet; thence Southwesterly along the arc of said curve through a central angle of 08°07'04", a distance of 168.03 feet to the point of tangency of said curve; thence N 89°16'44"W a distance of 158.68 feet; thence N 44°23'26"W a distance of 35.29 feet; thence N 00°29'53"E a distance of 490.10 feet to THE POINT OF BEGINNING.

Containing 4.158 acres.

Assessed equal to 20 Residential Parcels/5 votes for each acre, for a total of 20 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 49. Business Park Bank Parcel. Submitted by Fifty-fourth Amendment, designated as an Institutional Parcel. Owner is member of and also governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the West one-quarter (1/4) section corner of said Section 13; thence S 89°16'44"E, along the centerline of Sunset Trail (A 30.00 foot right-of-way), as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida, a distance of 968.13 feet to a point on the Westerly right-of-way line of S.W. Martin Downs Boulevard (A 200.00 foot right-of-way); thence S 21°03'12"W along said Westerly right-of-way line, a distance of 436.35 feet to the point of beginning of the herein described parcel of land; thence continue S 21°03'12"W, a distance of 219.72 feet; thence S 66°03'12"W, a distance of 35.36 feet; thence N 68°56'48"W, a distance of 75.00 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 1185.92 feet; thence Westerly along the arc of said curve, through a central angle of 02°39'27", a distance of 55.01 feet; then N 18°23'45"E, a distance of 54.00 feet to the point of curvature of a curve, concave to the West, having a radius of 241.05; thence Northerly, along the arc of said curve, through a central angle of 25°42'23", a distance of 108.15 feet; thence N 07°18'38"W, a distance of 76.49 feet; thence N 65°09'31"E, a distance of 29.81 feet; thence S 68°56'48"E, a distance of 201.76 feet; to the point of beginning, said parcel containing 43,560 square feet.

Assessed equal to 5 Residential Parcels/5 votes for each acre, for a total of 5 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 50. Meadows, Parcel 62-A. Submitted by Fifty-fifth Amendment, also governed by Meadows of Martin Downs Homeowners Association, Inc.

A parcel of land lying in Section 12, Township 38 South, Range 40 East, Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southeast corner of Section 12, Township 38 South, Range 40 East; thence North 89°46'09"West along the South line of said Section 12, a distance of 2602.50; thence North 00°34'00"East, a distance of 2073.00 feet to the point of beginning of the herein described parcel of land; thence North 00°34'00" East, a distance of 1854.91 feet; thence South 89°34'04"East, a distance of 1061.70 feet; thence South 00°25'57"West, a distance of 50.00 feet to a point on a curve concave to the Southeast and whose chord bears South 40°50'05"West; thence Southwesterly along the arc of said curve having a central angle of 99°11'42" and a radius of 100.00 feet, a distance of 173.13 feet to the point of reverse curvature of a curve concave to the West; thence Southerly along the arc of said curve having a central angle of 44°59'52" and a radius of 69.81 feet, a distance of 54.82 feet to the point of reverse curvature of

a curve concave to the East; thence Southerly along the arc of said curve having a central angle of 38°13'32" and a radius of 175.00 feet, a distance of 116.75 feet to the point of curvature of a compound curve concave to the Northeast; thence Southeasterly along the arc of said curve having a central angle of 25°40'35" and a radius of 535.00 feet, a distance of 239.75 feet to the point of reverse curvature of a curve concave to the West; thence Southerly along the arc of said curve having a central angle of 57°40'00" and a radius of 615.00 feet, a distance of 618.98 feet; thence South 30°00'00"West, a distance of 52.30 feet; thence North 81°50'48" West, a distance of 108.80 feet; thence North 54°59'20"West, a distance of 64.26 feet to a point on a curve concave to the East and whose chord bears South 20°14'12" West; thence Southerly along the arc of said curve having a central angle of 19°31'36" and a radius of 379.19 feet, a distance of 129.23 feet to the point of curvature of a compound curve concave to the East; thence Southerly along the arc of said curve having a central angle of 17°30'00" and a radius of 1280.00 feet, a distance of 390.95 feet to the point of curvature of a compound curve concave to the East; thence Southerly along the arc of said curve having a central angle of 00°40'29" and a radius of 810.00 feet, a distance of 9.54 feet to a point on a curve concave to the Southeast and whose chord bears South 60°43'51"West; thence Southeasterly along the arc of said curve having a central angle of 44°14'15" and a radius of 100.00 feet, a distance of 77.21 feet to the point of reverse curvature of a curve concave to the Northwest; thence Southwesterly, along the arc of said curve having a central angle of 67°22'17" and a radius of 445.00 feet, a distance of 523.25 feet; thence North 89°26'00"West, a distance of 205.00 feet to the afore-described point of beginning

Containing 37.8576 acres more or less.

Parcel 51. Sandhill Cove Assisted Living Facility. Submitted by Fifty-sixth Amendment.

A parcel of land lying in Government Lot 2, Section 7, Township 38 South, Range 41 East, Martin County, Florida, being all that portion of Government Lot 2 of said Section 7, lying East of Mapp Road and North of Murphy Road less, however, the Plat of Cove View as recorded in Plat Book 8, Page 17, of the Public Records of Martin County, Florida.

Said parcel being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Murphy Road with the West line of the East 390.00 feet of said Government Lot 2, said point being also the Southwest corner of said plat of Cove View; thence N 89°50'43"W, along said right-of-way line, a distance of 463.27 feet to the point of curvature of a curve, concave to the North, having a radius of 409.65 feet; thence Westerly along the arc of said curve, through a central angle of 8°44'25", a distance of 62.49 feet; thence N 81°06'18"W, a distance of 268.22 feet to a point on a curve,

concave to the Northeast, having a radius of 489.65 feet and whose center bears N 42°06'37"E; thence Northwesterly along the arc of said curve, through a central angle of 14°58'28", a distance of 127.97 feet to a point on the Easterly right-of-way line of Mapp Road; thence N 00°18'00"E, along said right-of-way line, a distance of 1258.96 feet to a point on the North line of said Section 7 and North line of said Government Lot 2; thence S 89°54'01"E, along said line a distance of 1316.6 feet more or less to the waters of Pendarvis Cove; thence Southerly along said waters and the waters of Matheson's Boat Harbor, a distance of 2375 feet more or less to the intersection of the West line of the East 390.00 feet of said Government Lot 2 with the South side of Matheson's Boat Harbor; thence S 00°09'17"W, along said West line and the West line of said plat of Cove View, a distance of 135.00 feet, more or less to the Point of Beginning.

Said parcel containing 36.25 acres, more or less.

Assessed equal to 5 Residential Parcels per acre for a total of 180 Residential Parcels/5 votes for each acre for a total of 180 votes.

Parcel 52. Palm Pointe (f/k/a Mill Creek). Submitted by Fifty-ninth Amendment, also governed by Mill Creek Homeowner's Association, Inc.

All of the Plat of Mill Creek at Martin Downs, according to the plat thereof recorded in Plat Book 12, Page 45, Public Records at Martin County, Florida;

And

All of the Plat of Palm Pointe at Martin Downs, according to the plat thereof recorded in Plat Book 14, Page 22, Public Records of Martin County, Florida.

Parcel 53. McDonald's, Chevron. Submitted by Sixtieth Amendment, designated as an Institutional Parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

That portion of Tract 20 of the plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida, lying Easterly of the Easterly right-of-way of S.W. High Meadow Avenue and Southerly of Martin Downs Boulevard as recorded in Plat Book 10, Page 42 of the Public Records of Martin County, Florida, together with:

That portion of Tract 19, said plat of Palm City Farms lying Southerly of said Martin Downs Boulevard and Westerly of a line 600 feet Westerly of and parallel with as measured at right angles to the East line of said Tract 19.

Said overall parcel contains 10.17 acres.

Assessed equal to 5 Residential Parcels per acre, for a total of 51 Residential Parcels/5 votes per acre, for a total of 51 votes. The owner of a portion of the parcel shall be assessed and entitled to vote the portion attributable to the property owned.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 54. Business Park Gas Station. Submitted by Sixty-second Amendment, designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida; said parcel also being a portion of Tract 57 of the plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel being more particularly described as follows:

Commence at the West one-quarter (1/4) corner of Section 13, Township 33 South, Range 40 East; thence South 00°29'53"West, along the West line of said Section 13, a distance of 15.00 feet; thence South 89°16'44"East, a distance of 40.00 feet to the Easterly right-of-way line of Armellini Avenue; thence South 00°29'53" West, parallel with said section line, along said right-of-way line, a distance of 2330.48 feet to the point of beginning;

Thence continue South 00°29'53" West, 259.26 feet to the North right-of-way line of State Road 714 (A 100' right-of-way); thence South 89°22'42" East, along said right-of-way, a distance of 352.94 feet to the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way); thence North 00°30'01"East, along said right-of-way line, a distance of 259.26 feet; thence North 89°22'42" West, departing said right-of-way line, a distance of 352.95 feet to the point of beginning.

Said land containing 91,502 square feet, more or less.

Assessed equal to 11 Residential Parcels/votes equal to 5 votes per acre, for a total of 11 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 55. Nursing Home. Submitted by Sixty-third Amendment, designated as an Institutional Parcel.

A parcel of land being all of Tract 64 of the Plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida, less and excepting therefrom the right-of-way for Berry Avenue and County Road 714.

Assessed equal to 48 Residential Parcels/5 votes per acre, for a total of 48 votes.

Section 4.5 (Traffic Regulations), Section 5.3 (Restriction on Owner Easements) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 56. Self Storage Parcel (A-1) and Common Property of Martin Downs Business Park (A-2). Submitted by Sixty-fourth Amendment.

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, proceed North 00°29'53" East along the West line of said Section 13, a distance of 309.26 feet; thence South 89°22'42" East, a distance of 40.00 feet to the Northwest corner of Plat No. 62 of Martin Downs - Miranda Mobil as Recorded in Plat Book 13, Page 8 of the Public Records of Martin County, Florida; thence North 00°29'53" East along a line parallel with and 40.00 feet Easterly of said West line of Section 13, a distance of 450.00 feet; thence South 89°22'42" East, a distance of 352.99 feet to a point on a curve concave to the West having a radius of 2030.95 feet from which a radial line bears South 89°13'57" East; said curve being the Westerly right-of-way line of S.W. Martin Downs Boulevard (A 200.00 foot right-of-way); thence Southerly along the arc of said curve through a central angle of 00°16'02", an arc distance of 9.47 feet to the point of tangency; thence South 00°30'01" West along said Westerly right-of-way line to the Northeast corner of said Plat No. 62 of Martin Downs Miranda Mobil; thence North 89°22'42" West, along the North line of said Plat a distance of 352.95 feet to the point of beginning.

Said parcel containing 3.646 acres, more or less.

Self-storage Parcel (A-1), designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of Master Association with respect to this parcel.

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the public records of Martin County, Florida; said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, proceed N 00°29'53" E along the West line of said Section 13, a distance of 309.26 feet; thence S 89°22'42"E, a distance of 40.00 feet to the Northwest corner of Plat No. 62 of Martin Downs – Miranda Mobil as recorded in Plat Book 13, Page 8 of the public records of Martin County, Florida; thence N 00°29'53"E along a line parallel with and 40.00 feet Easterly of said West line of Section 13, a distance of 450.00 feet; thence S 89°22'42"E, a distance of 301.99 feet to a point on a curve concave to the West having a radius of 2081.95 feet from which a radial line bears S 89°14'10"E; said curve being concentric and 51.00 feet Westerly of the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200-foot right-of-way); thence Southerly along the arc of said curve through a central angle of 00°15'49", an arc distance of 9.58 feet to the point of tangency; thence S 00°30'01"W along a line parallel with and 51.00 feet Westerly of said Westerly right-of-way line, a distance of 440.42 feet to a point on the North line of said Plat No. 62 of Martin Downs – Miranda Mobil; thence N 89°22'42"W, along said North line, a distance of 301.95 feet to the Point of Beginning.

Said parcel containing 3.119 acres, more or less.

Assessed equal to 16 residential parcels/votes equal to 5 votes for each acre, for a total of 16 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Martin Downs Business Park Common Property (A-2).

A parcel of land being a portion of Tracts 56 and 57, Section 13, Township 38 South, Range 40 East, Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Martin County, Florida; said parcel being more particularly described as follows:

Begin at the Northwest corner of Plat No. 62 of Martin Downs – Miranda Mobil, as recorded in Plat Book 13, Page 8 of the Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said Plat No. 62, a distance of 51.00 feet; thence North 00°30'01" East, a distance of 440.42 feet to the point of curvature of a curve concave to the East having a radius of 2081.95 feet, the radius point of which bears South 89°29'59" East; thence Northerly along the arc of said curve through a central angle of 00°15'49", a distance of

9.58 feet; thence South 89°22'42" East, a distance of 51.00 feet to a point on the Westerly right-of-way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way). Said point also being a point on a curve concave to the East having a radius of 2030.95 feet, the radius point of which bears South 89°13'57" East; thence Southerly along the arc of said curve and Westerly right-of-way line, through a central angle of 00°16'02", a distance of 9.47 feet; thence South 00°30'01" West, a distance of 440.53 feet to the point of beginning of the herein described parcel of land.

Said parcel contains 0.526 acres, more or less.

No assessments/no votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 57 Blockbuster/Drugstore Building. Submitted by Sixty-fifth Amendment, designated as an Institutional Parcel.

All of the property described on Plat No. 66, Martin Downs P.U.D. according to the plat thereof recorded in Plat Book 13, Page 49. Public Records of Martin County, Florida.

Assessed equal to 9 Residential Parcels/votes equal to 5 votes per acre, for a total of 9 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 58. Parkside. Submitted by Sixty-sixth Amendment, also governed by Parkside at Martin Downs Homeowners Association, Inc.

All of the plat of Parkside at Martin Downs, Plat No. 70, according to the plat thereof recorded in Plat Book 13, Page 74, Public Records of Martin County, Florida.

Parcel 59. Car Wash Parcel (A-1) and Common Property of Martin Downs Business Park (A-2). Submitted by Sixty-seventh Amendment.

A parcel of land lying in Section 13, Township 38 South, Range 40 East and lying in Tract 56, Palm City Farms recorded in Plat Book 6, Page 42 Public Records of Palm Beach (now Martin) County, Florida; said parcel more particularly described as follows:

Begin at the Northwest corner of Plat No. 63b, Martin Downs P.U.D., as recorded in Plat Book 13, Page 26 of the Public Records of said Martin County;

proceed North 00°29'53" East along the East right-of-way line of S.W. Armellini Avenue, also known as Crane Creek Avenue (a 55 foot right-of-way as recorded in Official Record Book 544, Page 2629), a distance of 253.00 feet; thence South 89°22'42" East, leaving said East right-of-way line, a distance of 370.00 feet to a point on a non-tangent curve concave to the East, having a radius of 2030.95 feet and subtended by a chord bearing of South 04°20'46" West, said point being a point on the West right-of-way line of S.W. Martin Downs Boulevard, also known as State Road 714 (a 200 foot right-of-way); thence Southerly along said West right-of-way line and along the arc of said curve through a central angle of 07°09'26", a distance of 253.70 feet to a point on the North line of said Plat no. 63b; thence North 89°22'42" West along said North line, a distance of 352.99 feet to the point of beginning.

The above-described parcel of land contains an area of 2.08 acres, more or less.

Car Wash Parcel (A-1), designated as an Institutional Parcel. Owner is member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of Master Association with respect to this parcel.

All of Parcel 59 above less and excepting the property described as "A-2".

Assessed equal to 9 Residential Parcels. Votes equal to 5 votes for each acre, for a total of 9 votes, such votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Martin Downs Business Park Common Property (A-2).

A parcel of land situated in Section 13, Township 38 South, Range 40 East and being a portion of Tract 56, Palm City Farms, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Begin at the Northeast corner of Plat No. 63 Martin Downs P.U.D., as recorded in Plat Book 13, Page 26 of the Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said Plat No. 63, a distance of 51.00 feet to a point on a non-tangent curve from which a radial bears South 89°14'10" East; thence Northerly, on a curve to the right having a radius 2081.95 feet, subtending a central angle of 06°58'51" and an arc distance of 253.67 feet; thence South 89°22'42" East, a distance of 51.41 feet to a point on a non-tangent curve of the West right-of-way line of S.W. Martin Downs Boulevard (State Road 714, a 200 foot right-of-way) from which a radial line bears South

82°04'31" East; thence Southerly along said West right of-way line, on a curve left, having a radius of 2030.95 feet; subtending a central angle of 07°09'26" and an arc distance of 253.70 feet to the point of beginning.

The above-described parcel of land contains an area of .0297 acres, more or less.

No assessments/no votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 60. Islesworth. Submitted by Sixty-eighth Amendment, also governed by Islesworth of Martin Downs Homeowners Association, Inc.

All of Martin Downs P.U.D., Parcel 44, Plat No. 68, Islesworth, according to the plat thereof as recorded in Plat Book 13, Page 84, Public Records of Martin County, Florida.

Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 61. Publix. Submitted by Sixty-ninth Amendment, designated as an Institutional Parcel.

A parcel of land situated in Section 13, Township 38 South, Range 40 East, Martin County Florida. Being a portion of Tract 19, Plat of Palm City Farms, according to the plat thereof, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel being more particularly described as follows:

Commencing at the Northwest corner of the plat of La Mariposa, as recorded in Plat Book 10, Page 55, of the Public Records of Martin County, Florida. Also being a point on the Southerly right-of-way line of S.W. Martin Downs Boulevard; thence South 00°46'31" West, along the East line of said Tract 19, a distance of 50.00 feet to the point of beginning.

Thence South 00°46'31" West, continue along the East line of said Tract 19, a distance of 593.83 feet to the Southeast corner of said Tract 19; thence North 89°09'18" West, along the South line of said Tract 19, a distance of 517.08 feet; thence North 00°28'31" East, departing the South line of said Tract 19, a distance of 539.00 feet to a point of curvature; thence Northeasterly, on curve to the right, having a radius of 148.00 feet, subtending a central angle of 20°16'52" and an arc distance of 52.39 feet to a point of reverse curvature; thence Northwesterly, on a curve to the left having a radius of 102.00 feet, subtending a central angle of 20°16'52" and an arc distance of 36.11 feet to the point of tangency; thence North 00°28'31" East, a distance of 14.83 feet to a point on the

said Southerly right-of-way of S.W. Martin Downs Boulevard; thence South 89°31'29" East, along said Southerly right-of-way line, a distance of 479.94 feet; thence South 00°46'31" West, departing said Southerly right-of-way line, a distance of 50.00 feet; thence South 89°31'29" East, a distance of 25.00 feet to the point of beginning.

The above- described parcel of land contains an area of 7.599 acres, more or less.

Assessed equal to 38 Residential Parcels. Votes equal to 5 votes for each acre, for a total of 38 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 62. Town Center (Wachovia) Bank Parcel. Submitted by Seventieth Amendment, designated as an Institutional Parcel.

Being a portion of Tract 20, Palm City Farms, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach County (now Martin) County, Florida. Lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of Plat No. 60, Martin Downs P.U.D., as recorded in Plat Book 12, Page 91, of the Public Records of Martin County. Said corner being on the Easterly right-of-way line of S.W. High Meadows Avenue, and on a curve concave to the West through which a radial line bears N88°49'48"W, having a radius of 6115.96 feet, proceed Southerly along the arc of said curve, through a central angle of 00°28'06", a distance of 50.01 feet to the point of beginning; thence S89°31'30"E, a distance of 25.00 feet; thence N00°28'30"W, a distance of 7.06 feet; thence S89°31'30"E, a distance of 200.81 feet; thence S00°28'30"W, a distance of 235.00 feet; thence N89°31'30"W, a distance of 234.70 feet to a point on the East line of S.W. High Meadows Avenue and a curve concave to the West through which a radial line bears N86°13'27"W, having a radius of 6115.96 feet; thence Northerly along the arc of said curve through a central angle of 02°08'14", a distance of 228.12 feet to the point of beginning.

Said parcel containing 1.234 acres, more or less.

Assessed equal to 6 Residential Parcels/votes equal to 5 votes per acre, for a total of 6 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 63. Monarch-Cimarron, Willowbend and Parcel 22. Submitted by Seventy-first Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of the property described on Plat No. 71, Cimarron, Martin Downs P.U.D., according to the Plat thereof, recorded in Plat Book 13, Page 68, Public Records of Martin County, Florida;

And

All of the property described in Plat No. 72, Willowbend, Martin Downs P.U.D., according to the plat thereof, recorded in Plat Book 13, Page 69, Public Records of Martin County, Florida;

And

All of the property described on the Plat of Monarch Parcel 22, Plat No. 74, Martin Downs P.U.D., according to the plat thereof, recorded in Plat Book 14, Page 10, Public Records of Martin County, Florida.

Parcel 64. LBFH Parcel. Submitted by Seventy-second Amendment, designated as an Institutional Parcel. Owner is a member and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida, being a portion of Tract 41 and Tract 40, Plat of Palm City Farms, according to the plat thereof, as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of said Section 13; thence North $00^{\circ}29'53''$ East, along the West line of said Section 13, a distance of 1559.46 feet; thence South $89^{\circ}30'07''$ East, departing said West line, a distance of 40.00 feet to the point of beginning. Being a point on the East right-of-way line of S.W. Armellini Avenue.

Thence North $00^{\circ}29'53''$ East, along said East line, a distance of 460.00 feet to the intersection of said East line and South line of S.W. Corporate Parkway, as shown on Plat No. 51, Martin Downs Business Park, recorded in Plat Book 12, Page 8 of the Public Records of Martin County, Florida; thence along the following three (3) courses of said South line of S.W. Corporate Parkway, North $45^{\circ}36'35''$ East, a distance of 35.42 feet; thence South $89^{\circ}16'44''$ East, a distance of 158.17 feet to the point of curvature; thence Southeasterly, on a curve concave to the Southwest, having a radius of 1105.92 feet, through a central angle of $14^{\circ}06'11''$ and an arc distance of 272.22 feet; thence South

21°03'12" West, departing said South line of S.W. Corporate Parkway, a distance of 194.08 feet to the most Northerly point of Lake "A", as shown on said Plat No. 51; thence along the following three (3) courses of the Northwest line of said Lake "A", South 21°03'12" West, a distance of 165.24 feet to the point of curvature; thence Southwesterly, on a curve concave to the Northwest, having a radius of 175.00 feet, through a central angle of 69°26'41" and an arc distance of 212.11 feet, to the point of Tangency; thence North 89°30'07" West, a distance of 162.59 feet to the point of beginning.

The above-described parcel of land contains an area of 4.023 acres, more or less.

Assessed equal to 20 Residential Parcels. Votes equal to 5 votes per acre, for a total of 20 votes to be exercised by Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 65. Monarch-Brookhaven Parcels 55 and 56. Submitted by Seventy-third Amendment, also governed by Monarch Country Club Homeowners Association, Inc.

All of the property described on Plat No. 75, Monarch Parcels 55 and 56, Martin Downs P.U.D. according to the Plat thereof, recorded in Plat Book 14, Page 39, Public Records of Martin County, Florida.

Parcel 66. Coquina Cove. Submitted by Seventy-fourth Amendment. Owner is a member of and subject to Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land being all of Tracts 33 and 34, the North One-half (1/2) of Tracts 47 and 48, and that part of the North one-half (1/2) of Tract 46 lying Easterly of the Easterly right-of-way line of the Sunshine State Parkway (The Florida Turnpike), of the Plat of Palm City Farms as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Said parcel of land lying within Section 14, Township 38 South, Range 40 East, Martin County, Florida, LESS AND EXCEPT right of ways for SW Sand Trail and SW Armellini Avenue.

Assessed equal to 256 Residential Parcels. No assessments for security unless Board of Directors of the Master Association and the owner of this parcel agree to institute security services. Votes of 256 to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 67. Manero's Restaurant. Submitted by Seventh-fifth Amendment, designated as an Institutional Parcel.

Known as a parcel of land situated in a portion of Tracts 20 and 29, Section 13, Township 38 South, Range 40 East, "Palm City Farms", according to the plat thereof, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

For a point of commencement start at the Southwest corner of Tract "A", of Plat No. 60, Martin Downs, P.U.D., according to the plat thereof as recorded in Plat Book 12, Page 91, Public Records of Martin County, Florida; Said corner being on the Easterly right-of-way line of S.W. High Meadows Avenue, and on a curve concave to the West and having a radius of 6115.96 feet; thence run Southerly along said curve through a central angle of 02°36'20", a distance of 278.13 feet to the point and place of beginning (through which a radial line bears South 86°13'28" East) of the hereinafter described parcel of land; thence continue along said curve (Easterly right-of-way line) in a Southerly direction, through a central angle of 02°24'50" a distance of 257.67 feet to a point of reverse curvature; (through which a radial line bears South 83°48'38" East) said reverse curve being concave to the East and having a radius of 6016.04 feet; thence run Southerly along said curve, through a central angle of 00°01'35" a distance of 2.78 feet to a point; thence departing said Easterly right-of-way line run South 89°31'30" East a distance of 265.85 feet to a point; thence run North 00°28'30" East a distance of 259.62 feet to a point; thence North 89°31'30" West a distance of 245.33 feet to the point and place of beginning of the hereinbefore described parcel of land.

Parcel containing 66,116.37 square feet more or less.

Assessed equal to 8 Residential Parcels. Votes equal to 5 votes per acre for a total of 8 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 68. Team Construction. Submitted by Seventy-seventh Amendment, designated as an Institutional Parcel. Governed by and a member of Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying within Section 13, Township 38 South, Range 40 East, Martin County, Florida, said parcel also being part of Tracts 40, 41 and 42 of the

Plat of Palm City Farms as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida, described as follows:

Commence at the West one-quarter (1/4) corner of said Section 13; thence South 89°16'44" East along the centerline of S.W. Sand Trail (a 30.00 foot right of way), as shown on said Plat of Palm City Farms, a distance of 968.13 feet to a point on the westerly right of way line of S.W. Martin Downs Boulevard (a 200.00 foot right-of-way); thence South 21°03'12" West along said Westerly right-of-way line, a distance of 786.07 feet to the Point of Beginning for the following described parcel:

Thence continue South 21°03'12" West along said Westerly right-of-way line a distance of 175.61 feet; thence North 68°56'48" West, a distance of 220.00 feet; thence North 21°03'12" East, a distance of 194.08 feet to a point on the Southerly right of way line of S.W. Corporate Parkway (an 80.00 foot right of way), said point lying on a curve concave to the Southwest, having a radius of 1105.92 feet; thence Southeasterly along said Southerly right-of-way line and along the arc of this curve through a central angle of 06°13'45" for 120.24 feet to a point of tangency; thence South 68°56'48" East along said Westerly right of way line, a distance of 75.00 feet; thence South 23°56'48" East, a distance of 35.36 feet to the Point of Beginning.

Assessed equal to 5 Residential Parcels. Votes equal to 5 votes per acre for a total of 5 votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 69. Ruby Tuesday's Restaurant. Submitted by Seventy-eighth Amendment. Owner is a member of and governed by Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

Plat No. 77, Martin Downs Business Park – Parcel No. 46C, a part of Martin Downs, a P.U.D., according to the map or plat thereof as recorded in Plat Book 15, Page(s) 63, Public Records of Martin County, Florida.

Assessed equal to 8 Residential Parcels. Votes equal to 5 votes per acre for a total of 8 votes, to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 70. First Bank of Indiantown. Submitted by Seventy-ninth Amendment, designated as an Institutional Parcel.

A parcel of land lying in Tract 29, Palm City Farms, as recorded in Plat Book 6, Page 42 of the Public Records of Palm Beach (now Martin) County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of Tract 29, being on the centerline of Sunset Trail; thence North 89°16'44" West along the South line of Tract 29 and the centerline of Sunset Trail for a distance of 306.97 feet; thence North 00°43'16" East for a distance of 15.00 feet to the point beginning; thence continue North 00°43'16" East for a distance of 218.00 feet; thence North 89°16'44" West along the North line of the South 233.00 feet of said Tract 29 for a distance of 362.22 feet to a point of the arc of a circular curve concave to the East that bears South 86°56'07" East to the center of said curve, having a radius of 6016.04 feet and a central angle of 02°04'37"; thence run Southerly along the arc of said curve for a distance of 218.07 feet; thence South 89°16'44" East for a distance of 367.19 feet to the point of beginning. Said lands lying, being and situated in Section 13, Township 38 South, Range 40 East, Martin County, Florida.

Containing: 79649.87 square feet or 1.83 acres more or less.

Assessed equal to 9 Residential Parcels. Votes equal to 5 votes per acre for a total of 9 votes.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) do not apply to this parcel.

Parcel 71. Town Center. Submitted by Eightieth Amendment, designated as an Institutional Parcel.

All of the plat of Martin Downs P.U.D., Parcel II, Town Center, according to the plat thereof recorded in Plat Book 16, Page 44, Public Records of Martin County, Florida.

Assessed equal to 61 Residential Parcels. Votes equal to 5 votes per acre for a total of 61 votes to be exercised by MDTC Property Owners Association, Inc. MDTC Property Owners Association, Inc. shall be the sole member of the Master Association with respect to this parcel.

Section 4.5, (Traffic Regulations), Section 5.3 (Restriction of Owner's Easement), and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

Parcel 72. Michael Leonard's. Submitted by Eighty-first Amendment. Owner is a member of and governed by the Martin Downs Business Park Association, Inc. Martin Downs Business Park Association, Inc. is the sole member of the Master Association with respect to this parcel.

A parcel of land lying in Section 13, Township 38 South, Range 40 East, Martin County, Florida and Being a portion of Tract 56, Palm City Farms, according to the Plat thereof, as recorded in Plat Book 6, Page 42, Public Records of Palm Beach (now Martin) County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Family Fun Center, Plat No. 67, Martin Downs, P.U.D., according to the Plat thereof, as recorded in Plat Book 13, Page 70, Public Records of Martin County, Florida; thence North 89°22'42" West, along the North line of said plat, a distance of 250.00 feet; thence North 00°29'53" East, departing said North line, a distance of 135.00 feet to the Southwest corner of Plat No. 77, Martin Downs Business Park – Parcel No. 46C, a part of Martin Downs, a P.U.D., according to the plat thereof, as recorded in Plat Book 15, Page 63, Public Records of Martin County, Florida; thence South 89°22'42" East, along the South Line of said plat, a distance of 272.23 feet to the Westerly right-of-way line of S.W. Martin Downs Boulevard (State Road No. 714) and to a point on a curve concave to the Southeast, having a radius of 2030.95, the radius point of which bears South 78°12'58" East; thence Southwesterly, departing said South line, along said Westerly right-of-way line and the arc of said curve through a central angle of 03°51'33", a distance of 136.80 feet to the point of beginning.

Assessed equal to 5 Residential Parcels, votes equal to 5 votes per acre for a total of 5 votes to be exercised by the Martin Downs Business Park Association, Inc.

Section 4.5 (Traffic Regulations) and Article 9 (Architectural and Landscape Controls) shall not apply to this parcel.

EXHIBIT "B"
AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF MARTIN

The undersigned, on behalf of the Board of Directors of Martin Downs Property Owners Association, Inc., being duly sworn, states:

1) That he/she hereby certifies that on the 15th day of November, 2012, the board of directors caused the mailing to each member of Martin Downs Property Owners Association, Inc., written notice of the meeting of the Board of Directors scheduled for November 28, 2012 along with the following statement:

Statement of Marketable Title Action: The Martin Downs Property Owners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Martin Downs, recorded in Official Records Book 571, Page 787, et seq. of the public records of Martin County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a members residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Martin County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The purpose of the meeting is to consider approval of the preservation of the Declaration of Covenants and Restrictions for Martin Downs pursuant to Florida Statutes Chapter 712.

The undersigned further states that said written notice to each member was mailed at least seven (7) days prior to the scheduled date of said meeting.

FURTHER AFFIANT SAYETH NAUGHT.

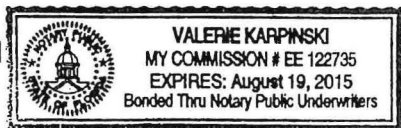
Dated this 15th day of November, 2012

Linda B. Carlo
Board Member
LINDA B. CARLO

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 15th by Linda B. Carlo, a board member of Martin Downs Property Owners Association, Inc. who is [] personally known to me or [] who has produced identification [Type of Identification: _____]

Notarial Seal



[Signature]
Notary Public

Declaration

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MARTIN DOWNS

175909

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This instrument was prepared
by and should be returned to:
Richard D. Holt, Esquire
Gunster, Yoakly, Criser & Stewart, P.A.
First National Bank Building
Palm Beach, Florida 33480

BOOK 571 PAGE 787

DECLARATION OF COVENANTS AND RESTRICTIONSFORMARTIN DOWNS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 2nd day of MAY, 1983, by SOUTHERN LAND GROUP, INC., a Florida corporation ("Developer"); joined by MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Master Association"),

W I T N E S S E T H :

WHEREAS, Developer is the owner of that real property located in Martin County, Florida, and legally described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for Martin Downs.

ARTICLE 1
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- 1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time.
- 1.3 "Assessment" shall mean and refer to those charges made by the Master Association from time to time, against each Parcel within the Property, and against the Clubs, for the purposes, and subject to the terms, set forth herein.
- 1.4 "Association(s)" shall mean and refer to the homeowners association(s) created or to be created to govern a portion of the Property.
- 1.5 "Board or Board of Directors" shall mean and refer to the Board of Directors of the Master Association.
- 1.6 "By-Laws" shall mean and refer to the By-Laws of the Master Association as they may exist from time to time.
- 1.7 "Club Facility" or "Club Facilities" shall mean and refer to the Golf Club Facilities and the Racquet Club Facilities, and such other properties and improvements as may now or hereinafter be constructed, acquired or designated as "Club Facilities" by Developer or other Club Owner(s).
- 1.8 "Club Owner(s)" shall mean and refer to C.C. Golf Properties, Inc., a Florida corporation, Developer, C.C.

See
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Racquet Properties, Inc., a Florida corporation, and such other entities or persons that may now or hereinafter own, construct or acquire Club Facilities within Martin Downs.

1.9 "Clubs" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Club Facilities.

1.10 "Common Expenses" shall mean and refer to all expenses incurred by the Master Association in connection with its ownership, maintenance and other obligations set forth herein.

1.11 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Master Association on any recorded subdivision plats of the Property, or conveyed to the Master Association by deed.

1.12 "Common Surplus" shall mean and refer to the excess of all receipts of the Master Association, including but not limited to Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.13 "County" shall mean and refer to Martin County, Florida.

1.14 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.15 "Developer" shall mean and refer to Southern Land Group, Inc., a Florida corporation, its parents, subsidiaries and affiliates, and their successors and assigns.

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1.16 "Development(s)" shall mean and refer to such residential developments which are now or hereinafter located within Martin Downs.

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1.17 "Dwelling" shall mean and refer to a residential dwelling unit, including a single family dwelling, patio home or town house, constructed, or to be constructed, on a Lot.

- 1.18 "Existing Club Owners" shall mean and refer to C.C. Golf Properties, Inc., a Florida corporation, C.C. Racquet Properties, Inc., a Florida corporation, and Developer, all of which are presently owners of Club Facilities.
- 1.19 "Golf Club Facilities" shall mean and refer to those properties and the improvements thereon which are owned by C.C. Golf Properties, Inc., a Florida corporation, and that eighteen (18) hole championship golf course owned by Developer and known as the Tower Course, and such ancilliary improvements located thereon.
- 1.20 "Golf Club Owners" shall mean and refer to C.C. Golf Properties, Inc., a Florida corporation, its successors and assigns, Developer, and such other entities or persons that may now or hereinafter own or acquire Golf Club Facilities within Martin Downs.
- 1.21 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.
- 1.22 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government or Developer, which holds a first mortgage of public record on any Parcel, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.
- 1.23 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on any subdivision plat of the Property.

- 1.24 "Martin Downs" shall mean and refer to the planned unit development which is located in Martin County, Florida and known as Martin Downs, as same is legally described in the P.U.D. Agreement.
- 1.25 "Martin Downs Utilities" shall mean and refer to Martin Downs Utilities, Inc., a Florida corporation, its successors and assigns.
- 1.26 "Master Association" shall mean and refer to MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- 1.27 "Master Association Property" shall mean and refer to all real and personal property, other than the Common Property, which may be acquired by the Association for the benefit and private, common use and enjoyment of all Owners.
- See 08* 1.28 "Member" shall mean and refer to an Association which is a member of the Master Association.
- 1.29 "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.
- See 08* 1.30 "Parcel" shall mean and refer to a Lot and/or to a Lot and the Dwelling located thereon.
- See 08* 1.31 "Property" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and made a part hereof.
- 1.32 "P.U.D. Agreement" shall mean and refer to the Planned Unit Development Zoning Agreement between the County, Developer, Southern Realty Group, Inc., a Florida corporation, and South Florida Land, Inc., a Florida corporation, dated August 8, 1980, and recorded in Official Record Book 502, Page 1646, in the public

records of Martin County, Florida, as amended or as may hereafter be amended.

1.33 "Racquet Club Facilities" shall mean and refer to those properties and the improvements thereon owned by C.C. Racquet Properties, Inc., a Florida corporation.

See D8 1.34 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within Martin Downs and is dedicated to the Master Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

1.35 "Surface Water Management System" shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.

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See D33 — (1.38
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ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property which shall be subject to this Declaration upon the recordation hereof in the County Public Records, is the Property.

See D1 2.2 Additional Property. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the public records of the County an amendment to this Declaration, describing such additional property. Such amendments may be made by Developer without the joinder of any entity or individual, other than the Association governing the Development to be subjected to this Declaration.

ARTICLE 3

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, Developer has caused the Master Association to

be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Master Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and in the declarations of covenants and restrictions for the Developments and the rules and regulations promulgated by the Master Association and the Associations and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Master Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Master Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I

See D8 (1982) (the "Florida Not for Profit Corporation Act"), as the same may be amended from time to time.

See D15 3.2 Membership. Each Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to this Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer shall be considered a Member from and after the date of recordation of this Declaration in the public records of the County. Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

See D8 3.3 Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control, to be exercised by that member of the Board of Directors appointed by the Association. Votes shall be cast or exercised by each Member in such manner as

may be provided in the By-Laws of the Master Association. Each Association shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such Association. In the absence of such designation, the Association shall not be entitled to vote on any matters coming before the Board of Directors. Anything contained herein to the contrary notwithstanding, Developer shall be entitled to cast that number of votes equal to the number of Parcels permitted within Martin Downs (initially 5154 Parcels; however, this number may hereinafter be increased or decreased from time to time), less that number of Parcels which Developer has submitted to an Association at any given time.

3.4 Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Master Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer, without Developer's prior written approval.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Master Association, or any right, interest or privilege which may be transferable, or which shall continue while it is not in good standing. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any Assessment. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Master Association.

U. R. BOOK 571 PAGE 795

3.6 Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Master Association until Developer has closed the sale of all Parcels within Martin Downs, or until such earlier time as is determined by Developer, in Developer's sole discretion. At the time of turnover of control of the Master Association, the Master Association shall record a Notice of Turnover in the public records of the County. So long as Developer retains control of the Master Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Master Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Master Association, Developer may, at its option, assign its obligations under the agreements to the Master Association, and in such event, the Master Association shall be required to accept such obligations.

ARTICLE 4

ASSOCIATION PROPERTY AND COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in Developer until the date that it voluntarily relinquishes control of the Master Association, as such date is defined hereinabove. Notwithstanding the manner in which fee simple title is held, the Master Association shall be responsible for the management, maintenance and operation of the Common Property and the Master Association Property, and for the payment of all property taxes and other assessments which are liens against the Common Property and the Master Association Property, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Master Association, Developer shall convey all of its right, title and interest in the Common Property to the Master Association.

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BOOK

4.2 Acquisition and Conveyance of Property. The Master Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory or use interests as the Master Association may determine to be appropriate. Upon amendment to this Declaration, the Master Association may convey Common Property and facilities to successor entities established for the public ownership, maintenance, operation and management of such Common Property and facilities, such as a Municipal Service Taxing or Benefit Unit, a Uniform Community Development District as provided by Chapter 125.01, Florida Statutes, or other acceptable governmentally approved ownership entity(s).

See D2 4.3 Maintenance of Master Association Property and Common Property. The Master Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Master Association Property and the Common Property. Specifically, the property the Master Association shall maintain and be responsible for shall include, but not be limited to the following:

- 4.3.1. Such security system(s), guard house(s) and other security facilities which shall be operated and maintained for the benefit of the Parcels within Martin Downs.
- 4.3.2. All Streets within Martin Downs which are dedicated to the Master Association on any plat of any portion of Property.
- 4.3.3. The Surface Water Management System.
- 4.3.4. Preservation Zone. The preservation zone, as shown on the plat for Heronwood, shall remain free of alterations and structures, except for erosion control, landscape vegetation or access, as approved by the Board of County Commissioners of Martin County, Florida.

Developer, its parents, subsidiaries, affiliates, their successors and/or assigns, may be the management agent for the Master Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Developer may deem necessary in order to maintain the Master Association Property and the Common Property. No management agreement between the Master Association and Developer, its parents, subsidiaries or affiliates, or their successors or assigns shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Developer, or its parents, subsidiaries or affiliates, or their successors or assigns, are officers, directors and/or employees of the Master Association.

4.4 Rules and Regulations Governing Use of Master Association Property and Common Property. The Master Association, through its Board of Directors, shall regulate the use of the Common Property by its Members and by Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee, without the prior written consent of such Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members of the Master Association at the Master Association office. Such rules and regulations, and all provisions, restrictions and covenants contained in this Declaration and the declarations of covenants and restrictions for the Developments, including, without limitation, all architectural and use restrictions contained therein, may be enforced by legal or equitable action of the Master Association.

See D56
4.5 Traffic Regulations. The Master Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Martin Downs, and to promulgate traffic

regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Master Association. The Master Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual Assessment from Owners, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

4.6 Owners Easements of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Parcel.

See D8 4.7 Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.7.1 The right of Developer and the Master Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.
- 4.7.2 The right of Developer and the Master Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- 4.7.3 The right of the Master Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Association to which the Owner belongs, and for any period during which such Association or Owner is in

violation of this Declaration, the declarations of covenants and restrictions for any Development, or any of the rules and regulations promulgated by the Master Association, or by any Association.

- 4.7.4 The right of the Master Association to properly maintain the Common Property.
- 4.7.5 The rules and regulations and the Traffic Regulations governing the use and enjoyment of the Common Property, as promulgated by the Master Association.
- 4.7.6 The right of Developer and the Master 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.
- 4.7.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.
- 4.7.8 All of the provisions of this Declaration, the declarations of covenants and restrictions for the Developments, and the Articles of Incorporation and By-Laws of the Master Association and the respective Association and all exhibits thereto, and all rules and regulations adopted by the Master Association and the respective Association, and the Traffic Regulations, as same may be amended from time to time.

4.8 Continual Maintenance. In the event of a permanent dissolution of the Master Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. The Master Association shall not be dissolved except in accordance with Article V of the P.U.D. Agreement. In no event shall the County be obligated to accept any dedication offered to it by the Master Association or the Members pursuant to this section, but the County may accept such a

dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

4.9 Clubs. The purchase of a Parcel does not entitle an Owner to an equity membership in any Club, nor to any right, title or interest in the Club Facilities, and the Club Owners shall retain all right, title and interest in the Club Facilities.

4.10 Crane Creek Developments. Property owners in the nearby developments known as Crane Creek Country Club and Crane Creek Racquet Club shall have the right to use certain Streets and other facilities within Martin Downs, as permitted by Developer, subject to the rules and regulations promulgated by the Master Association.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property: Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Developer. The Master Association and its successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Master Association, and/or other entities, as shown on the

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recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod), which may interfere with the installation and maintenance or which may obstruct or retard the flow of water through drainage channels, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Developer. The Master Association and its successors and assigns (or such other entity as is indicated on the plats of the Property) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Master Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district.

5.1.3 The Common Property is hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Master Association, employees and agents of the Master Association, and of any management entity contracted by the Master Association in order that such employees, agents or management entity may carry out their duties.

5.1.4 An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved throughout the Common Property, including, without limitation, the Streets and the easements shown on the plat(s) of the Property, by Developer, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of the Property.

5.1.6 An easement is hereby granted to members of the Golf Clubs and their guests, and to the Golf Club Owners and their agents and employees to permit the doing of every act necessary and incident to the playing of golf on the

golf courses adjacent to the Parcels. These acts shall include, but not be limited to, the recovery of golf balls from Parcels, the flight of golf balls over and upon Parcels, the use of necessary and usual equipment upon the golf courses, the creation of the usual and common noise level associated with the playing of the game of golf, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation and maintenance of a golf club. The Developer shall have the right to prescribe in writing to the Golf Club Owners the manner and extent to which the rights under this easement shall be exercised. In addition, the Developer may, at its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner or place of doing all or certain of the acts authorized by this easement.

See
D2

5.1.7 A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Clubs by Developer and all members thereof, regardless of whether such members are also Owners. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.

5.1.8 A non-exclusive easement is hereby granted to Martin Downs Utilities for ingress and egress over, across and through all Streets for access to and from Martin Downs Utilities and the utilities located within Martin Downs, by the owners, employees, agents and licensees of Martin Downs Utilities. This easement is subject to all rules and regulations promulgated by the Master Association from time to time.

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See
D18 — 5.1.9

See
D33 — 5.1.10

See
D42 — 5.1.11

5.2 Additional Easements. Developer and the Master Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Developer or the Master Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restriction on Owner Easements No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the A.R.B.

ARTICLE 6

ASSESSMENTS AND LIEN

6.1 Authority of Master Association. The Master Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

See DZ 6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Master Association, the Master Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Master Association, the Master Association Property and the Common Property; operation and maintenance of the Surface Water Management System; property taxes and assessments against and insurance coverage for the Common Property and the Master Association Property; legal and accounting fees; maintenance of the Streets; security costs; management fees; normal repairs and replacements; charges for utilities used upon

BOOK 571 PAGE 804

the Master Association Property and the Common Property; cleaning services; expenses and liabilities incurred by the Master Association in the enforcement of its rights and duties against the Members, Owners or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

See
D8

6.3 Basis and Collection of General Assessments. The Master Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members, the Club Owners and Martin Downs Utilities sufficient monies to meet this estimate. All Parcels shall be assessed at a uniform rate, and all Members shall be assessed based upon the number of Parcels governed by the Members; provided however, that as additional property is subjected to this Declaration, Developer shall have the right to determine, in its sole discretion, the basis for assessment of such additional property. The Existing Club Owners shall each be assessed at an amount equal to three percent (3%) of the annual budget, provided however, that as Club Facilities are added, acquired or designated within Martin Downs, the assessment of Club Owners shall be increased, as Developer shall determine in its sole discretion. Martin Downs Utilities shall be assessed at an amount equal to one percent (1%) of the annual budget. Should the Master Association at any time determine that the Assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

See
D8

6.4 Special Assessments. The Master Association shall have the power and authority to levy and collect a special Assessment from Members, the Club Owners, and Martin Downs Utilities, for payment of the following: the acquisition of property by the

Master Association; the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director and officer of the Master Association and each member of the Architectural Review Board. All special Assessments shall be at a uniform amount for each Parcel assessed, and all Members shall be assessed based upon the number of Parcels governed by the Members provided, however, that as additional property is subjected to this Declaration, Developer shall have the right to determine, in its sole discretion, the basis for assessment of such additional property. Existing Club Owners shall each be assessed at an amount equal to three percent (3%) of the special Assessment provided, however, that as Club Facilities are added, acquired or designated within Martin Downs, the special Assessment of Club Owners shall be increased, as Developer shall determine, in its sole discretion. Martin Downs Utilities shall be assessed at an amount equal to one percent (1%) of the special Assessment. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the Members of the Master Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

6.5 Emergency Special Assessments. The Master Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, Improvements, repairs or

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replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible, from Members, Club Owners and Martin Downs Utilities, in such manner as the Board of Directors shall determine.

See D17 6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, Club Owner or Martin Downs Utilities, for the cost of maintenance, repairs or replacements within or without the Parcel, Club Facilities, or Martin Downs Utilities, as the case may be, which the Owner thereof, Club Owner or Martin Downs Utilities has failed or refused to perform, and which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto each Parcel, Club Facility or property owned by Martin Downs Utilities, to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Master Association to the Members, Club Owners or Martin Downs Utilities shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against all Parcels governed by, and all property owned by, the Member against which the Assessment is made, property owned by the Club Owner or property owned by Martin

Downs Utilities, as the case may be, and shall also be the continuing personal obligation of the Member, the Club Owner, or Martin Downs Utilities, as the case may be. Any successor in title to any Owner, Club Owner or Martin Downs Utilities shall be held to constructive notice of the records of the Master Association to determine the existence of any delinquency in the payment of Assessments by the Association to which the Parcel is subject, by a Club Owner, or by Martin Downs Utilities, as the case may be. The Master Association shall also record a claim of lien in the Public Records of the County against all Parcels governed by and/or all property owned by the delinquent Member, or against any real property owned by the Club Owner or by Martin Downs Utilities, as the case may be, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Master Association may declare the entire Assessment immediately due and payable. The Master Association may at any time thereafter bring an action to foreclose the lien against any one (1) or more of the Parcels, the real property owned by the delinquent Club Owner or by Martin Downs Utilities, encumbered thereby, in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Member, the Club Owner, or Martin Downs Utilities, as the case may be. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Master Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Each Owner may relieve his Parcel of the Assessment lien by paying to the Master Association the proportionate amount of the Assessment

attributable to his Parcel, as determined by the Master Association. Upon such payment, the Master Association shall execute and record a release of lien with respect to such Parcel.

See D34 6.8 Additional Assessments. The Assessments provided for herein shall be in addition to any other assessments, charges or taxes which may be levied by any of the Associations or by any water management or water control district responsible for maintenance of the Surface Water Management System.

See D8 6.9 Certificate of Assessments. The Master Association shall prepare a roster of the Associations, Club Owners, and Martin Downs Utilities and the Assessments applicable thereto, which roster shall be kept in the office of the Master Association and shall be open to inspection by all Members, Owners, Club Owners and Martin Downs Utilities. At the request of a Member, Owner, Club Owner or Martin Downs Utilities, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Master Association, setting forth whether the Association's, Club Owner's or Martin Downs Utilities' Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Master Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment.

Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure shall be reallocated and assessed to all Associations, Club Owners and Martin Downs Utilities as a Common Expense. The written opinion of the Master Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

6.11 Payments by Developer. In lieu of the payment of any Assessments, Developer shall be responsible only for the payment of that portion of the Common Expenses which exceeds the amount paid by the Members, Club Owners and Martin Downs Utilities pursuant to the budget of the Master Association.

6.12 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Master Association:

- 6.12.1 All property dedicated to, or owned by, the Master Association.
- 6.12.2 All property dedicated to, or owned by, the water management, water control district or other party responsible for maintenance of the Surface Water Management System.
- 6.12.3 Any portion of the Property dedicated or conveyed to the County (including Martin Downs Utilities).
- 6.12.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.
- 6.12.5 Any portion of the Property owned by Developer; Developer shall pay those amounts stated above in that subsection entitled "Payments by Developer", in lieu of Assessments.
- 6.12.6 Any portion of the Property under the ownership, maintenance, operation or management responsibility of a Municipal Service Taxing or Benefit Unit or other similar ownership entity.

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ARTICLE 7
MAINTENANCE OF PROPERTY

7.1 Parcel Owner Responsibilities. The Owner of each Parcel shall be responsible for maintenance of such Parcel.

7.2 Association Responsibilities. Each Association shall be responsible for the maintenance of all common property dedicated to it on the plat of any portion of the Property, or as otherwise established by other legal documentation affecting the Property.

See D2 7.3 Maintenance of Common Property. The Master Association shall be responsible for the maintenance of all Master Association Property and all Common Property, pursuant to section 4.3 of this Declaration.

ARTICLE 8
USE RESTRICTIONS

The declarations of covenants and restrictions for the Developments shall include use, architectural and landscaping restrictions which shall govern portions of the Property. Such architectural, landscaping and use restrictions, and all other provisions, restrictions and covenants in the foregoing declarations of covenants and restrictions, as well as all rules and regulations adopted by the Associations, may be enforced by legal or equitable action of the Master Association.

See D25 ARTICLE 9

ARCHITECTURAL AND LANDSCAPE CONTROLS

See D8 9.1 Architectural Review Board. It is the intent of Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements.

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Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development, of all Lots within the Property. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below.

9.1.1 The A.R.B. shall be a permanent committee of the Master Association and shall administer and perform the architectural and landscape review and control functions of the Master Association and the Associations. The A.R.B. shall consist of five (5) voting members who shall initially be named by the Developer and who shall hold office at the pleasure of the Developer. Until turnover of control of the Master Association, as defined in this Declaration, the Developer shall have the right to change the number of members on the A.R.B. provided, however, that the A.R.B. shall at all times consist of at least three (3) members; to appoint all members of the A.R.B.; and to remove and replace all members appointed to the A.R.B.. The Developer shall determine which member of the A.R.B. shall serve as its chairman, or which members of the A.R.B. shall serve as co-chairmen. In the event of the failure, refusal or inability to act of any of the members hereby appointed by the Developer, and in the event that the Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as Developer no longer owns any property within Martin Downs, or at such earlier date as Developer may decide, the Developer shall assign to the Master Association the

rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than three (3) members, shall appoint the members of the A.R.B., shall provide for the terms of the members of the A.R.B., and shall determine which member of the A.R.B. shall serve as its chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Master Association or one of the Associations or an Owner within Martin Downs. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the A.R.B.

See
D27

9.1.2 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. ~~All construction shall be done by a licensed general contractor approved in writing by the A.R.B.~~

9.1.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in

any manner, the A.R.B. may request and require the submission of additional or supplemental information.

- 9.1.4 The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.
- 9.1.5 Construction of all Improvements for which the approval of the A.R.B. is required under this Declaration or under the declarations of covenants and restrictions for the Developments shall be completed within the time period specified by the A.R.B.
- 9.1.6 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Master Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, the declarations of covenants and restrictions for the Developments, or

which violates any zoning or building ordinance or regulation.

See
D8

9.1.7 Prior to the occupancy of any Improvement constructed or erected on a Lot, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.R.B., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.B.. The A.R.B. may, from time to time, delegate to a members or members of the A.R.B. the responsibility for issuing such Certificate of Compliance.

9.1.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, the declarations of covenants and restrictions for the Developments, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of coveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the Owner shall, upon demand of the Master Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B.. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Master Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the declarations of

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covenants and restrictions for the Developments, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Master Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of the Master Association's and the A.R.B.'s attorneys' fees and costs if the Master Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or in the declarations of covenants and restrictions for the Developments, or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owners's Parcel a Certificate of Non-Compliance stating that the Improvements on the Parcel fail to meet the requirements of the A.R.B.

9.1.9 The A.R.B. is empowered to publish or modify from time to time, design and development standards for the entire Martin Downs project, or for one or more of the Developments, including but not limited to the following:

- 9.1.9.1 Roof and roof design.
- 9.1.9.2 Fences, walls and similar structures.
- 9.1.9.3 Exterior building materials and colors.

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- 9.1.9.4 Exterior landscaping.
- 9.1.9.5 Signs and graphics, mail boxes, address numbers and exterior lighting.
- 9.1.9.6 Building set backs, side yards and related height, bulk and design criteria.
- 9.1.9.7 Pedestrian and bicycle ways, sidewalks and pathways.

See

9.1.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

9.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

9.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Parcel as provided hereinabove.

9.1.13 Neither the Developer, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within

Martin Downs or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Martin Downs agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Master Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Master Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Developer, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 10

INSURANCE

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

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See D17

ARTICLE 11

SALE OR OTHER ALIENATION OF PARCELS

See D7
In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Parcel by any Owner other than Developer shall be subject to the following provisions, which provisions each Owner covenants to observe:

11.1 Notice to the Master Association.

11.1.1 Sale. An Owner intending to make a bona fide sale of his Parcel, or any interest therein, shall give to the Master Association, with a copy to the Association to which the Owner belongs, notice of such intention, in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Master Association may reasonably require.

11.1.2 Gift, Devise or Inheritance, Other Transfers. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Master Association, with a copy to the Association to which the Owner belongs, notice of the acquisition of title, together with such information concerning the Owner as the Master Association may require.

11.1.3 Failure to Give Notice. If the above required notice to the Master Association and the Association is not given, the Master Association may deny the unauthorized Owner or occupant of a Parcel the use of the Common Property, and may take such other action at law and/or equity to divest the unauthorized Owner or occupant of record title and/or possession of the Parcel.

See D7 11.2 Certificates of Notice and Approval Shall be Given in the Following Manner.

See D7 11.2.1 Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Master Association shall cause a Certificate of Notice and Approval to be executed by any officer of the Master Association. Such Certificate of Notice and Approval shall be recorded in the public records of the County, along with the deed or other instrument of conveyance.

See D7 11.2.2 In the event that an Owner is delinquent in paying any Assessment assessed by the Master Association or an Association, or that an Owner, his family, guests, agents, licensees or invitees are not in compliance with any provision of this Declaration, the declaration of covenants and restrictions for the applicable Development, the rules and regulations adopted by the Master Association, or the governing Association, or the Traffic Regulations, the Master Association shall have the right to disapprove the proposed sale by sending a Notice of Disapproval to the Owner within ten (10) days after receipt of notice and information. In the event the delinquent assessment is paid or the violation is corrected, the Master Association, shall cause a Certificate of Notice and Approval to be executed by any officer of the Master Association, within ten (10) days after receipt of proof satisfactory to the Master Association, that the delinquent assessment has been paid or the violation corrected.

See D7 11.3 Transfers Void. Any sale, gift, devise or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Master Association is subsequently obtained and recorded in the public records of the County.

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11.4 Exceptions. The foregoing provisions of this Article 11 shall not apply to an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Parcel concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Parcel at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by the Developer.

ARTICLE 12

INDEMNIFICATION OF DIRECTORS, OFFICERS

AND MEMBERS OF THE A.R.B.

Every director and officer of the Master Association, and member of the A.R.B., shall be indemnified by the Master Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer, or member of the A.R.B., whether or not he is a director, officer or member of the A.R.B. at the time such expenses are incurred, except in such cases where the director, officer or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not

exclusive of all other rights to which such officer, director or member of the A.R.B. may be entitled.

ARTICLE 13
GENERAL PROVISIONS

13.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer, the Master Association or the Associations, may be assigned by Developer, the Master Association, or the Associations, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer, the Master Association, or the Associations, prior to the assignment, and Developer, the Master Association and/or the Associations shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

13.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

13.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least seventy-five percent (75%) of the votes of Members; provided however, that until such time as Developer relinquishes control of the Master Association, as described hereinabove, all amendments must include the joinder of the Developer.

See DI 13.2.2 This Declaration may be amended upon the initiation of Developer, at any time, upon approval of at least fifty-one percent (51%) of the votes of the Members. Provided, however, that the Declaration may be amended by Developer, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of assessment for

such additional real property, for the purpose of granting easements to Developer and the Club Owners over the Common Property, and for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Owners, the Associations, Institutional Mortgagees, or any other party, except that when additional real property is subjected to this Declaration, the joinder of the Association which will govern the additional property shall be required.

- 13.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.
- 13.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.
- 13.2.5 Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.
- 13.2.6 Any amendment which would affect the use, maintenance or ownership of the Common Property, (except for the granting of easements in favor of Developer and the Club Owners, as provided in Section 13.2 hereinabove), or the provisions of Section 13.9 of this Declaration, must

have the prior approval of the Martin County Board of County Commissioners.

13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

See D17 13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, (the Assessment provisions shall also be binding upon the Club Owners and Martin Downs Utilities), and shall inure to the benefit of Developer, the Master Association, the Associations, and the Owners of Parcels within the Property.

13.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Master Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Developer, the Master Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

13.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably

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empowered to sell or lease Parcels on any terms to any purchasers or lessees, for so long as it owns any property in Martin Downs. Also, for so long as Developer owns or has any use rights to any property subject to this Declaration, Developer shall have the right to transact any business necessary to consummate sales of property throughout Martin Downs, including but not limited to the right to maintain office(s) on the Property, in location(s) to be selected by Developer, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Martin Downs, including without limitation, sales models and parking lots; to post and display a sign or signs on any Parcels owned by Developer or the Common Property; and to use the Common Property and to show Parcels. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Martin Downs shall not be considered Common Property and shall remain the property of the Developer.

See DB 13.7 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

to the Developer at: SOUTHERN LAND GROUP, INC.
P.O. Box 2850
Stuart, Florida 33495

or to Owner at: the last known address of Owner
as appears on the records of
the Master Association at the time
of such delivery or mailing.

or to the Master
Association at: Martin Downs Property Owners
Association, Inc.
P.O. Box 2850
Stuart, Florida 33495

or to Heronwood
Homeowners Association, Inc. at: Heronwood Homeowners Association,
Inc.
P.O. Box 2850
Stuart, Florida 33495

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As additional property is subjected to this Declaration by amendment to the Declaration, the address of the governing Association shall be set forth in such amendment. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

13.8 Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of portions of the Property, which are recorded or to be recorded in the Public Records of the County.

13.9 Incorporation of Additional Restrictions. In addition to this Declaration, the Property shall also be subject to the requirements set forth in the P.U.D. Agreement and separate portions of the Property shall be subject to the additional covenants, restrictions, reservations, assessments, liens and other terms and provisions set forth in the declarations of covenants and restrictions for the Developments. Such restrictions and covenants are incorporated herein by reference with the express understanding that they shall apply only to the particular Development to which they refer.

13.10 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.11 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall

in no way affect any other provision hereof, which shall remain in full force and effect.

13.12 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

13.13 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 2 day of May, 1983.

Signed, sealed and delivered in the presence of:

SOUTHERN LAND GROUP, INC., a Florida corporation

Beggy Chase
Miss Whitehead

By: [Signature]
Its: Vice President
(CORPORATE SEAL)

JOINDER OF MASTER ASSOCIATION

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereby joins in this Declaration of Covenants and Restrictions for Martin Downs for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Beggy Chase
Miss Whitehead

By: [Signature]
Its: Vice President
(CORPORATE SEAL)

JOINDER OF HERONWOOD ASSOCIATION

HERONWOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Martin Downs for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

HERONWOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Beggy Chase
Miss Whitehead

By: [Signature]
Its: Vice President
(CORPORATE SEAL)

BOOK 571 PAGE 827

JOINDER OF C.C. GOLF PROPERTIES, INC.

C.C. GOLF PROPERTIES, INC., a Florida corporation, hereby joins in this Declaration of Covenants and Restrictions for Martin Downs for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

C.C. GOLF PROPERTIES, INC., a Florida corporation

Beggy Chan
Ross Whitehead

By: Thomas W. Sansbury
Its: Vice President
(CORPORATE SEAL)

JOINDER OF C.C. RACQUET PROPERTIES, INC.

C.C. RACQUET PROPERTIES, INC., a Florida corporation, hereby joins in this Declaration of Covenants and Restrictions for Martin Downs for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

C.C. RACQUET PROPERTIES, INC., a Florida corporation

Beggy Chan
Ross Whitehead

By: Thomas W. Sansbury
Its: Vice President
(CORPORATE SEAL)

JOINDER OF MARTIN DOWNS UTILITIES

MARTIN DOWNS UTILITIES, INC., a Florida corporation, hereby joins in this Declaration of Covenants and Restrictions for Martin Downs for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

MARTIN DOWNS UTILITIES, INC., a Florida corporation

Beggy Chan
Ross Whitehead

By: Thomas W. Sansbury
Its: Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

OR BOOK 571 PAGE 828

The foregoing instrument was acknowledged before me this 2 day of May, 1983, by Thomas W. Sansbury, the Vice President of SOUTHERN LAND GROUP, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Miss M. Jim
NOTARY PUBLIC
(Notarial Seal)

EXHIBIT "A"

See
D44Legal Description
Of Martin Downs, Heronwood

A parcel of land lying in Sections 11, 12, 13 and 14, Township 38 South, Range 40 East, Martin County, Florida, being more particular described as follows:

Beginning at the Northeast corner of said Section 14; thence N 89°42'13" W, along the North line of said Section 14, a distance 40.00 feet; thence N 0°29'53" E, a distance of 87.00 feet; thence S 68°59'53" W, a distance of 130.00 feet; thence N 85°00'07" W, a distance of 130.00 feet; thence N 58°17'43" W, a distance of 235.68 feet; thence S 49°27'20" W, a distance of 49.23 feet; thence S 29°36'16" W, a distance of 50.61 feet; thence S 29°08'53" W, a distance of 59.54 feet; thence S 49°16'04" W, a distance of 47.51 feet; thence S 82°46'31" W, a distance of 458.94 feet; thence S 36°12'15" W, a distance of 151.87 feet; thence S 57°55'43" W, a distance of 101.85 feet; thence S 83°37'56" W, a distance of 178.68 feet; thence N 62°47'57" W, a distance of 178.70 feet; thence S 68°08'01" W, a distance of 104.00 feet; thence S 70°23'02" W, a distance of 227.89 feet; thence S 56°17'34" W, a distance of 229.04 feet to a point on a curve, concave to the Northeast, having a radius of 1060.00 feet, whose center bears S 85°04'29" E; thence Northwesterly, along the arc of said curve, through a central angle of 6°51'45", a distance of 126.96 feet; thence radially, S 77°17'39" W, a distance of 80.00 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 25.00 feet; thence Northeasterly and Northwesterly, along the arc of said curve, through a central angle of 87°17'39", a distance of 38.09 feet to the point of tangency of said curve; thence radially, N 10°00'00" W, a distance of 60.00 feet; thence S 80°00'00" W, a distance of 263.30 feet; thence N 51°57'46" W, a distance of 95.28 feet; thence N 03°05'18" W, a distance of 468.68 feet; thence N 01°24'12" W, a distance of 449.14 feet; thence N 12°44'57" W, a distance of 437.28 feet; thence N 15°41'17" E, a distance of 84.13 feet; thence N 69°47'40" W, a distance of 110.02 feet; thence S 87°15'03" E, a distance of 416.00 feet; thence N 82°22'04" E, a distance of 301.17 feet; thence N 63°40'18" E, a distance of 324.68 feet; thence N 84°45'58" E, a distance of 131.55 feet; thence S 67°32'54" E, a distance of 65.46 feet; thence S 31°27'13" E, a distance of 152.16 feet to a point on a curve, concave to the West, having a radius of 560.00 feet, whose center bears N 56°34'00" W; thence Northerly, along the arc of said curve, through a central angle of 32°52'06", a distance of 321.25 feet to the point of tangency of said curve, said point being in a line of Parcel II, as shown on the replat of Crane Creek Country Club, Phase I, recorded in Plat Book _____, Page _____, of the Public Records of Martin County, Florida; thence N 00°33'54" E, a distance of 263.61 feet; thence N 42°44'37" W, a distance of 34.30 feet; thence N 86°03'07" W, a distance of 77.67 feet to a point in a line of Crane Creek Country Club, Phase II, as recorded in Plat Book 7, Page 28, of the Public Records of Martin County, Florida.

thence by three lines with said Crane Creek Country Club, Phase II, N 0°20'24" E, a distance of 9.46 feet; thence N 37°55'39" E, a distance of 72.36 feet; thence N 15°47'34" W, a distance of 11.22 feet to the Southwest corner of Parcel 1, of said replat of Crane Creek Country Club, Phase I; thence S 86°03'07" E, along the South line of said Parcel 1, a distance of 442.82 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 410.00 feet; thence Southeasterly, along the arc of said curve and the Southerly line of said Parcel 1, through a central angle of 30°03'57", a distance of 215.15 feet to the Southwesterly corner of Crane Creek Country Club, Phase III, as recorded in Plat Book 7, Page 74, of the Public Records of Martin County, Florida; thence continue, along the arc of said curve and the Southerly line of said Crane Creek Country Club, Phase III, through a central angle of 12°33'02", a distance of 89.81 feet to the point of tangency of said curve; thence S 43°26'08" E, a distance of 887.12 feet to the Southeasterly corner of said Crane Creek Country Club, Phase III; thence N 37°16'35" E, along the Easterly line of said Crane Creek Country Club, Phase III, a distance of 168.24 feet to a corner of Crane Creek Racquet Club, Phase VI, recorded in Plat Book 7, Page 102, of the Public Records of Martin County, Florida; thence S 0°21'49" W, along the Westerly line of said Phase VI, a distance of 630.27 feet to a point in the Northerly line of Crane Creek Racquet Club, Phase II, recorded in Plat Book 7, Page 66, of the Public Records of Martin County, Florida; thence by three lines with said Phase II, N 88°56'03" W, a distance of 72.28 feet to a point on a curve, concave to the Southeast, having a radius of 446.26 feet, whose center bears S 67°31'41" E; thence Southwesterly, along the arc of said curve, through a central angle of 21°58'26", a distance of 171.15 feet to the point of tangency of said curve; thence S 0°29'53" W, a distance of 492.72 feet to a point in the North line of said Section 13; thence N 88°54'28" W, a distance of 40.00 feet to the POINT OF BEGINNING of the herein described parcel of land.

Less and except the following described parcel of land, being a portion of Parcel No. 2, of the replat of Crane Creek Country Club, Phase I, being more particularly described as follows:

From the Southwest corner of Section 12, Township 38 South, Range 40 East, bear N 0°07'23" E, along the East Section line, a distance of 1148.35 feet to a point in the centerline of S.W. Crane Creek Avenue; thence N 43°26'08" W, a distance of 120.87 feet; thence S 52°47'51" W, a distance of 40.24 feet to the POINT OF BEGINNING of the herein described parcel of land; thence proceed S 52°47'51" W, a distance of 571.50 feet; thence N 37°12'09" W, a distance of 899.91 feet; thence N 89°26'06" W, a distance of 20.00 feet; thence N 0°33'54" E, a distance of 255.92 feet; thence N 47°15'23" E, a distance of 36.38 feet; thence S 86°03'07" E, a distance of 270.99 feet to the point of curvature of a curve, concave to the South, having a radius of 330.00 feet; thence Easterly, along the arc of said curve, through a central angle of 42°36'59", a distance of 245.45 feet to the point of tangency of said curve; thence S 43°26'08" E, a distance of 731.33 feet to the POINT OF BEGINNING of the herein described parcel of land.

Also, less and except the following described parcel of land:

From the Southeast corner of Section 11, Township 38 South, Range 40 East, bear N 89°42'13" W, along the South line of said Section 11, a distance of 40.00 feet; thence N 00°29'53" E, a distance of 87.00 feet;

thence S 68°59'53" W, a distance of 130.00 feet; thence N 85°00'07" W, a distance of 130.00 feet; thence N 58°17'43" W, a distance of 235.68 feet; thence S 49°27'20" W, a distance of 49.23 feet; thence N 58°41'45" W, a distance of 86.61 feet to the POINT OF BEGINNING of the herein described parcel of land; thence proceed S 12°35'36" W, a distance of 96.32 feet; thence S 82°56'09" W, a distance of 524.48 feet; thence N 21°21'28" W, a distance of 179.85 feet; thence N 55°14'05" W, a distance of 103.47 feet; thence N 26°57'53" W, a distance of 411.04 feet; thence N 21°04'59" E, a distance of 65.00 feet; thence N 09°00'06" W, a distance of 102.26 feet; thence N 34°11'23" W, a distance of 95.00 feet; thence N 64°07'42" W, a distance of 150.00 feet; thence N 63°18'55" E, a distance of 197.90 feet to the point of curvature of a curve, concave to the Northwest, having a radius of 640.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 26°39'27", a distance of 297.77 feet; thence S 35°25'08" E, a distance of 283.01 feet; thence S 03°04'32" W, a distance of 456.66 feet; thence S 17°31'32" E, a distance of 99.62 feet; thence S 67°16'38" E, a distance of 409.24 feet; thence S 54°13'26" E, a distance of 135.00 feet to the POINT OF BEGINNING of the herein described parcel of land.

Said plat containing 100.05 acres.

W.O. #81-050
 February 23, 1983
 Martin Downs
 Heronwood

100
 100
 100
 100
 100

O R BOOK 571 PAGE 833

83 MAY 19 4 9 : 33

RECORDED
 MAY 19 1983

Art. Inc.

**CERTIFICATE OF AUTHENTICITY
OF THE
ARTICLES OF INCORPORATION
OF
MARTIN DOWNS
PROPERTY OWNERS ASSOCIATION, INC..**

(A corporation not for profit)

The undersigned, the President and Secretary of Martin Down Property Owners Association, Inc., do hereby certify that to the best of their knowledge and belief, the attached documents are true and accurate copies of the Articles of Incorporation filed with the Secretary of the State of Florida on April 14, 1983 and First Amendment to Article of Incorporation filed with the Secretary of the State of Florida on February 8, 1985 of Martin Downs Property Owners Association, Inc., as originally adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in its name by its President, Secretary and its corporate seal affixed this 19th day of JANUARY, 2000.

[Signature]
Witness Signature

ELIZABETH P. BOWEN
Printed Name of Witness

[Signature]
Witness Signature

Francis H. Criss
Printed Name of Witness

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

By: *[Signature]*
James Felz, President

[Signature]
Witness Signature

ELIZABETH P. BONAN
Printed Name of Witness

[Signature]
Witness Signature

Frances H. Criss
Printed Name of Witness

By: [Signature]
Jane Mills, Secretary

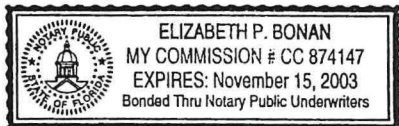
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19th day of January, 2000, by James Felz as President of Martin Downs Property Owners Association, Inc., who is personally known to me [] or [] who has produced identification [Type of Identification: _____].

SEAL

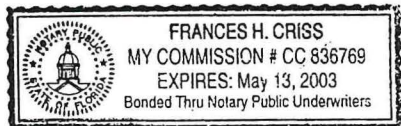


[Signature]
Signature
ELIZABETH P. BONAN
Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16th day of February, 2000, by Jane Mills as Secretary of Martin Downs Property Owners Association, Inc., who is personally known to me [] or [] who has produced identification [Type of Identification: _____].

SEAL



[Signature]
Signature
Frances H. Criss
Printed Name

Record and Return to:
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995

OR BK 1 4 5 8 PGO 8 0 9

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 767953.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

1989 APR 14 AM 11:30

MARTIN DOWNS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PROPERTY OWNERS ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

ARTICLE II

PURPOSE

The purpose for which the Master Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Master Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Martin Downs (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Master Association Property and the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against Members and Owners to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Master Association Property and the Common Property;

E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Master Association and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Master Association Property and the Common Property.

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the Rules and Regulations of the Master Association, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

I. To provide for management and maintenance and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Master Association Property and the Common Property. The Master Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Master Association.

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, directors, or officers of the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the Master Association shall be regulated by the Declaration and the By-Laws of the Master Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors consisting of not less than three (3) directors. Until such time as Developer relinquishes control of the Master Association, as described in the Declaration, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Master Association. Further, until turnover of control by Developer, as aforesaid, no director or officer need be an Owner; thereafter, however, all directors and officers must be Owners. The number of directors constituting the initial Board is five (5) and they shall serve until such time as Developer relinquishes control of the Master Association or until replaced by Developer. Upon relinquishment of control of the Master Association by Developer, as defined in the Declaration, each Association member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he may be reappointed. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Peter D. Cummings	P.O. Box 2850 Stuart, Florida 33495
David B. Curland	P.O. Box 2850 Stuart, Florida 33495
Thomas A. Babcock	P.O. Box 2850 Stuart, Florida 33495
Phillip W. Fisher	P.O. Box 2850 Stuart, Florida 33495
Thomas W. Sansbury	P.O. Box 2850 Stuart, Florida 33495

ARTICLE VI

OFFICERS

The officers named herein shall serve until replaced by Developer or until the first regular meeting of the Board of Directors whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed by the Board shall serve the Master Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing, to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer. The

initial officers shall consist of a President, two Vice Presidents, Secretary, and Treasurer. The following persons shall serve as officers of the Master Association:

<u>NAME</u>	<u>TITLE</u>
Peter D. Cummings	President
David B. Curland	Vice-President
Thomas A. Babcock	Vice-President
Phillip W. Fisher	Secretary/Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE A.R.B.

Every Director and Officer and member of the Architectural Review Board of the Master Association shall be indemnified by the Master Association as provided in the Declaration.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Master Association is:

<u>Name</u>	<u>Address</u>
Richard D. Holt, Esq.	First National Bank Building Palm Beach, Florida 33480

ARTICLE IX

BY-LAWS

The By-Laws of the Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration. Until such time as Developer relinquishes control of the Master Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Master Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard D. Holt, Esq. and the street address of the registered office of the Master Association shall be 272-A South County Road, Palm Beach, Florida 33480. The Master Association shall have the right to

designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Palm Beach County, Florida, this 10 day of April, 1983

Signed, sealed and delivered in the presence of:

Shirley L. Hale [Signature] (SEAL)
Richard D. Holt, Esq.
Michelle C. Wilkinson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 10th day of April, 1983, by Richard D. Holt, Esq., the incorporator named therein.

(NOTARY SEAL) Zoe Ann Heaburg
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public State of Florida at Large
By Commission Expires September 12, 1983
Bonded through Correalia, Johnson & Clark

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

[Signature]
Richard D. Holt, Esq.
Registered Agent

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 8, 1985, for MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 767953.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

FILED
2-8-83

FIRST AMENDMENT TO ARTICLES
OF INCORPORATION OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the name of the corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association"); and

WHEREAS, Articles of Incorporation for the Master Association dated April 12, 1983 were filed with the Secretary of State on April 14, 1983, (the "Articles"); and

WHEREAS, in accordance with Article X of the Articles, and Florida Statutes, Chapter 617 (1983), (the "Statute") the Board of Directors of the Master Association (the "Board of Directors") entered into a Written Action on January 7, 1983, proposing the adoption of certain amendments to the Articles (the "Amendments"); and

WHEREAS, Southern Land Group, Inc., a Florida corporation ("Developer"), is a Member of the Association and has the right to vote a majority of the votes of the Members; and

WHEREAS, the Developer voted to approve the Amendments by Written Action on January 7, 1983; and

WHEREAS, the President of the Association (the "President") and the Secretary of the Association (the "Secretary") wish to ratify and confirm the Amendments to the Articles proposed by the Directors and adopted by a vote of a majority of the votes of the Members.

NOW, THEREFORE, the President and the Secretary hereby ratify the Amendments and confirm that the Articles have been amended as follows, in accordance with Article X of the Articles and the Statute:

1. Article III, Section 2, Paragraph B of the Articles is hereby deleted and replaced by the following:

B. To make and collect Assessments against Members, Owners, Club Owners and Martin Downs Utilities to defray the Common Expenses.

2. The phrase "Association Member" in line 15 of Article 5 of the Articles is hereby deleted and replaced by the term "Member".

3. The following is added as a new Article XII to the Articles:

ARTICLE XII

NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Chapter 718, Florida Statutes (1983), in existence as of the date of filing the Articles with the Secretary of State, State of Florida.

Signed, sealed and delivered
in the presence of:

MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida not-for-profit
corporation

[Signature]
Kimberly D. Maxson
[Signature]
Kimberly D. Maxson

By: [Signature]
Its: President

By: James W. Barnett
Its: Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this
17 day of January, 1985, by [Signature] the
President of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 14, 1986
BONDED THRU AGENTS' NOTARY BROKERAGE

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this
17 day of January, 1985, by James W. Barnett
the Secretary of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 14, 1986
BONDED THRU AGENTS' NOTARY BROKERAGE

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 767953.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

1983 APR 14 AM 11:30

MARTIN DOWNSSECRETARY OF STATE
TALLAHASSEE, FLORIDAPROPERTY OWNERS ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE INAME

The name of the corporation shall be MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

ARTICLE IIPURPOSE

The purpose for which the Master Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Master Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Martin Downs (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE IIIPOWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Master Association Property and the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against Members and Owners to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Master Association Property and the Common Property;

E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Master Association and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Master Association Property and the Common Property.

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the Rules and Regulations of the Master Association, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

I. To provide for management and maintenance and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Master Association Property and the Common Property. The Master Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Master Association.

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, directors, or officers of the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the Master Association shall be regulated by the Declaration and the By-Laws of the Master Association.

ARTICLE V
BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors consisting of not less than three (3) directors. Until such time as Developer relinquishes control of the Master Association, as described in the Declaration, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Master Association. Further, until turnover of control by Developer, as aforesaid, no director or officer need be an Owner; thereafter, however, all directors and officers must be Owners. The number of directors constituting the initial Board is five (5) and they shall serve until such time as Developer relinquishes control of the Master Association or until replaced by Developer. Upon relinquishment of control of the Master Association by Developer, as defined in the Declaration, each Association member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he may be reappointed. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Peter D. Cummings	P.O. Box 2850 Stuart, Florida 33495
David B. Curland	P.O. Box 2850 Stuart, Florida 33495
Thomas A. Babcock	P.O. Box 2850 Stuart, Florida 33495
Phillip W. Fisher	P.O. Box 2850 Stuart, Florida 33495
Thomas W. Sansbury	P.O. Box 2850 Stuart, Florida 33495

ARTICLE VI
OFFICERS

The officers named herein shall serve until replaced by Developer or until the first regular meeting of the Board of Directors whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed by the Board shall serve the Master Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing, to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer. The

initial officers shall consist of a President, two Vice Presidents, Secretary, and Treasurer. The following persons shall serve as officers of the Master Association:

<u>NAME</u>	<u>TITLE</u>
Peter D. Cummings	President
David B. Curland	Vice-President
Thomas A. Babcock	Vice-President
Phillip W. Fisher	Secretary/Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE A.R.B.

Every Director and Officer and member of the Architectural Review Board of the Master Association shall be indemnified by the Master Association as provided in the Declaration.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Master Association is:

<u>Name</u>	<u>Address</u>
Richard D. Holt, Esq.	First National Bank Building Palm Beach, Florida 33480

ARTICLE IX

BY-LAWS

The By-Laws of the Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration. Until such time as Developer relinquishes control of the Master Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Master Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard D. Holt, Esq. and the street address of the registered office of the Master Association shall be 272-A South County Road, Palm Beach, Florida 33480. The Master Association shall have the right to

designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Palm Beach County, Florida, this 12 day of April, 1983.

Signed, sealed and delivered in the presence of:

Sherry L. Hale [Signature] (SEAL)
Richard D. Holt, Esq.
Michelle C. Wilkinson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 12th day of April, 1983, by Richard D. Holt, Esq., the incorporator named therein.

(NOTARY SEAL)

Zoe Ann Heaburg
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public State of Florida at Large
My commission expires September 16, 1983
Bonded through Cornelius, Johnson & Clark

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

[Signature]
Richard D. Holt, Esq.
Registered Agent

ARTICLES OF INCORPORATIONOFMARTIN DOWNSPROPERTY OWNERS ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE INAME

The name of the corporation shall be MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association" and its duration shall be perpetual.

ARTICLE IIPURPOSE

The purpose for which the Master Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Master Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Martin Downs (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE IIIPOWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Master Association Property and the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against Members and Owners to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Master Association Property and the Common Property;

E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Master Association and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Master Association Property and the Common Property.

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the Rules and Regulations of the Master Association, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

I. To provide for management and maintenance and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Master Association Property and the Common Property. The Master Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Master Association.

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, directors, or officers of the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the Master Association shall be regulated by the Declaration and the By-Laws of the Master Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors consisting of not less than three (3) directors. Until such time as Developer relinquishes control of the Master Association, as described in the Declaration, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Master Association. Further, until turnover of control by Developer, as aforesaid, no director or officer need be an Owner; thereafter, however, all directors and officers must be Owners. The number of directors constituting the initial Board is five (5) and they shall serve until such time as Developer relinquishes control of the Master Association or until replaced by Developer. Upon relinquishment of control of the Master Association by Developer, as defined in the Declaration, each Association member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he may be reappointed. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Peter D. Cummings	P.O. Box 2850 Stuart, Florida 33495
David B. Curland	P.O. Box 2850 Stuart, Florida 33495
Thomas A. Babcock	P.O. Box 2850 Stuart, Florida 33495
Phillip W. Fisher	P.O. Box 2850 Stuart, Florida 33495
Thomas W. Sansbury	P.O. Box 2850 Stuart, Florida 33495

ARTICLE VI

OFFICERS

The officers named herein shall serve until replaced by Developer or until the first regular meeting of the Board of Directors whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed by the Board shall serve the Master Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing, to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer. The

initial officers shall consist of a President, two Vice Presidents, Secretary, and Treasurer. The following persons shall serve as officers of the Master Association:

<u>NAME</u>	<u>TITLE</u>
Peter D. Cummings	President
David B. Curland	Vice-President
Thomas A. Babcock	Vice-President
Phillip W. Fisher	Secretary/Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE A.R.B.

Every Director and Officer and member of the Architectural Review Board of the Master Association shall be indemnified by the Master Association as provided in the Declaration.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Master Association is:

<u>Name</u>	<u>Address</u>
Richard D. Holt, Esq.	First National Bank Building Palm Beach, Florida 33480

ARTICLE IX

BY-LAWS

The By-Laws of the Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration. Until such time as Developer relinquishes control of the Master Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Master Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard D. Holt, Esq. and the street address of the registered office of the Master Association shall be 272-A South County Road, Palm Beach, Florida 33480. The Master Association shall have the right to

designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Palm Beach County, Florida, this 12 day of April, 1983.

Signed, sealed and delivered in the presence of:

[Signature] [Signature] (SEAL)
Richard D. Holt, Esq.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 12th day of April, 1983 by Richard D. Holt, Esq., the incorporator named therein.

(NOTARY SEAL) [Signature]
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida 1983
My Commission Expires 6/30/83
State Capitol Building, Tallahassee, Florida

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

[Signature]
Richard D. Holt, Esq.
Registered Agent

A - 1

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 8, 1985, for MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 767953.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

1985 FILED
2-18
1985-2-18

FIRST AMENDMENT TO ARTICLES
OF INCORPORATION OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the name of the corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association"); and

WHEREAS, Articles of Incorporation for the Master Association dated April 12, 1983 were filed with the Secretary of State on April 14, 1983, (the "Articles"); and

WHEREAS, in accordance with Article X of the Articles, and Florida Statutes, Chapter 617 (1983), (the "Statute") the Board of Directors of the Master Association (the "Board of Directors") entered into a Written Action on JANUARY 7, 1985, proposing the adoption of certain amendments to the Articles (the "Amendments"); and

WHEREAS, Southern Land Group, Inc., a Florida corporation ("Developer"), is a Member of the Association and has the right to vote a majority of the votes of the Members; and

WHEREAS, the Developer voted to approve the Amendments by Written Action on JANUARY 7, 1985; and

WHEREAS, the President of the Association (the "President") and the Secretary of the Association (the "Secretary") wish to ratify and confirm the Amendments to the Articles proposed by the Directors and adopted by a vote of a majority of the votes of the Members.

NOW, THEREFORE, the President and the Secretary hereby ratify the Amendments and confirm that the Articles have been amended as follows, in accordance with Article X of the Articles and the Statute:

1. Article III, Section 2, Paragraph B of the Articles is hereby deleted and replaced by the following:

B. To make and collect Assessments against Members, Owners, Club Owners and Martin Downs Utilities to defray the Common Expenses.

2. The phrase "Association Member" in line 15 of Article 5 of the Articles is hereby deleted and replaced by the term "Member".

3. The following is added as a new Article XII to the Articles:

ARTICLE XII

NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Chapter 718, Florida Statutes (1983), in existence as of the date of filing the Articles with the Secretary of State, State of Florida.

Signed, sealed and delivered
in the presence of:

MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida not-for-profit
corporation

Thomas A. Barnett
Kimberly D. Mascia
Thomas A. Barnett
Kimberly D. Mascia

By: Thomas A. Barnett
Its: President

By: James W. Barnett
Its: Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this
17 day of January, 1985, by Thomas A. Barnett the
President of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation, on behalf of the corporation.

Mary M. Kern
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 14, 1988
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this
17 day of January, 1985, by James W. Barnett
the Secretary of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation, on behalf of the corporation.

Mary M. Kern
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 14, 1988
BONDED THRU AGENT'S NOTARY BROKERAGE

B1

INSTR # 1710317
OR BK 01841 PG 2508
RECORDED 11/24/2003 10:26:00 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY J Greisen

**CERTIFICATE OF AMENDMENT
TO THE
SECOND AMENDED AND RESTATED BYLAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.**

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Second Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc. were recorded in the public records of Martin County, Florida at Official Records Book 1597, Page 147 et.seq. The same By-Laws are amended as approved by the membership by vote sufficient for approval at a Board Meeting held on November 5, 2003.

1. Article III is amended to read as follows:

ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee
- D. Landscape Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

(The balance of Article III remains unchanged)

Record and Return to:
Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, FL 34995

2. The foregoing amendment to the Second Amended and Restated Bylaws of Martin Downs Property Owners Association, Inc. was adopted by the board by a vote sufficient for approval at a Board Meeting held on November 5, 2003.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Second Amended and Restated Bylaws of Martin Downs Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 19th day of November, 2003.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Carole Romagnolo
Printed Name: Carole Romagnolo

By: [Signature]
Richard Shelby, President

Valerie Karpinski
Printed Name: VALERIE KARPINSKI

Carole Romagnolo
Printed Name: Carole Romagnolo

By: [Signature]
Robert Graves, Secretary

Valerie Karpinski
Printed Name: VALERIE KARPINSKI

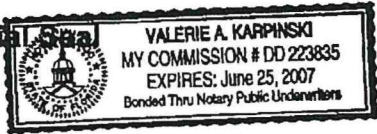
CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 19 2003, by Richard Shelby, as President of Martin Downs Property Owners Association, Inc. [] who is

personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

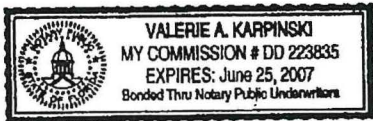


Valerie Karpinski
Notary Public
Printed Name: VALERIE KARPINSKI
Commission Expires: June 25, 2007

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 19, 2003 by Robert Graves, as Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Valerie Karpinski
Notary Public
Printed Name: VALERIE KARPINSKI
Commission Expires: June 25, 2007

Record and Return to:
Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
P.O. Box 2401
Stuart, Florida 34995

2nd A & R
Bylaws

SECOND AMENDED AND RESTATED
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

a Not-for-Profit corporation Under
the Laws of the State of Florida

This Second Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc., a Florida not for profit corporation, was adopted at a duly convened meeting of the Board of Directors on October 24, 2001.

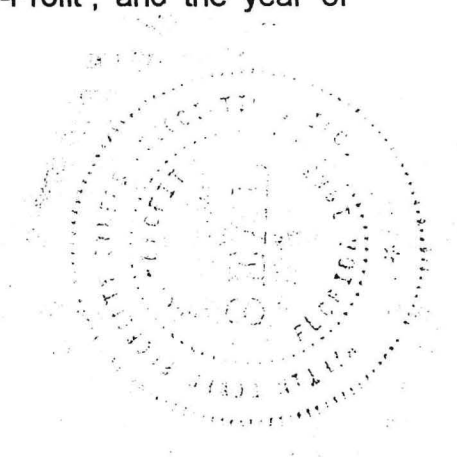
ARTICLE I
IDENTITY

Section 1. The name of this corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. The principal office of the Master Association is P.O. Box 1666, Palm City, Florida 34991.

Section 3. The seal of the Master Association shall bear the name of the Master Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation, an impression of which is as follows:

CORPORATE SEAL:



Record and Return to:

Elizabeth P. Bonan, Esq.
Cornett, Gooze, Ross & Earle, P.A.
P.O. Box 66, Stuart, Florida 34995

Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Martin Downs, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II
PURPOSES

This Master Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Master Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 1. Directors.

The affairs of the Master Association shall be managed by a Board of Directors. Each Member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he/she may be reappointed. The organizational meeting of the newly appointed Board of Directors shall be held within ten (10) days of their appointment at such place and time as shall be fixed by the directors and no further notice of the organizational meeting shall be necessary. No director shall receive or be entitled to any compensation for his/her services as director, but shall be entitled to reimbursement for all expenses incurred by him/her as such, if incurred upon the authorization of the Board.
All directors and officers must be Owners.

Section 2. Officers. The executive officers of the Master Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. Officers elected at the annual meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify.

No individual shall simultaneously hold one of the four elected officer positions (President, Vice President, Secretary or Treasurer) and serve on the Board of Directors.

Section 3. Executive Committee. The Board of Directors shall appoint an Executive Committee consisting of seven (7) members. The Executive Committee shall be comprised of:

- A. The President of the Master Association.
- B. The member of the Board of Directors representing Meadows at Martin Downs Homeowners Association, Inc.
- C. The member of the Board of Directors representing Monarch Country Club Homeowners Association, Inc.
- D. The member of the Board of Directors representing Sunset Trace Homeowners Association, Inc.
- E. A member of the Board of Directors representing one of the following:
 - (i) Heronwood Homeowners Association, Inc.
 - (ii) Egret Pond Homeowners Association, Inc.;
 - (iii) Quail Meadow Homeowners Association, Inc.;
 - (iv) Eagle Lake Homeowners Association, Inc.;
 - (v) PR Homeowners Association, Inc.;
 - (vi) Osprey Creek Homeowners Association, Inc.;
 - (vii) Ibis Point Homeowners Association, Inc.;
 - (viii) Starling Court Homeowners Association, Inc.;
 - (ix) Mallard Creek Homeowners Association, Inc.;
 - (x) Clubhouse Court Condominium Association, Inc.; and
 - (xi) Club Facilities (as defined in the Declaration) a/k/a Martin Downs Country Club, Inc.

Hereinafter referred to as the "West Villages".

- F. A member of the Board of Directors representing one of the following:
 - (i) Pine Ridge at Martin Downs Village I Condominium Association, Inc.;
 - (ii) The Charter Club at Martin Downs Homeowners Association, Inc. (f/k/a Pine Ridge at Martin Downs Village II Condominium Association, Inc.);
 - (iii) La Mariposa Homeowners Association, Inc.;
 - (iv) Montebello at Martin Downs Homeowners Association, Inc. (f/k/a The Townhomes of Montebello at Martin Downs Homeowners Association, Inc.);
 - (v) Admiralty Condominium Association, Inc.;
 - (vi) Palm Pointe Homeowners Association, Inc. (f/k/a Mill Creek Homeowners Association, Inc.);
 - (vii) Parkside at Martin Downs Homeowners Association, Inc.; and
 - (viii) Islesworth of Martin Downs Homeowners Association, Inc.

Hereinafter referred to as the "East Villages".

G. One of the members of the Board of Directors representing the Monarch Club Facilities or an Institutional Parcel (as defined in the Declaration).

Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

BT

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

Section 5. Resignation, Vacancy, Removal.

A. Resignation: Any director, officer or Executive Committee Member of the Master Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Master Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: A vacancy occurring on the Board of Directors shall be filled by the Member which appointed the Director creating the vacancy, by appointing a person who shall serve until the next annual meeting of the Board.

C. Officer or Executive Committee Vacancy: When a vacancy occurs in an office or on the Executive Committee for any reason before the term has expired, the position shall be filled by the Executive Committee by electing a person to serve for the unexpired term. Any such replacement must be in compliance with the qualifications provided in Sections 2 and 3 above.

D. Removal: Except as otherwise provided herein, any Director may be removed by the Member which appointed him/her, with or without cause, and any officer, Executive Committee Member or Standing Committee Member of the Master Association may be removed by the Board of Directors, at any time, with or without cause.

Section 6. Indemnification of Directors, Officers, A.R.B. Members and Executive Committee Members. Every Director, Officer, member of the Architectural Review Board ("A.R.B.") and Member of the Executive Committee shall be indemnified by the Master Association against liability and expenses which he/she may incur by reason of his/her being or having been a Director, Officer, A.R.B. member, or Executive Committee Member in

accordance with the terms of the Declaration. The Master Association shall use its best efforts to obtain and maintain liability insurance for Directors and Officers in an amount of not less than Two Million Dollars (\$2,000,000.00).

ARTICLE IV
POWERS AND DUTIES OF THE MASTER
ASSOCIATION AND THE EXERCISE THEREOF

The Master Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Master Association (the "Articles of Incorporation"), and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Master Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Members, Owners, Club Owners and Martin Downs Utilities as provided for in the Declaration.
3. The power to expend monies collected for the purpose of paying the Common Expenses of the Master Association.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Master Association Property and the Common Property.
5. The power to insure and keep insured the buildings and Improvements of the Master Association and other Improvements within the Property, as provided in the Declaration.
6. The power to employ the personnel required for the operation of the Master Association, the Master Association Property and the Common Property.
7. The power to pay utility bills for utilities serving the Master Association Property and the Common Property.
8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board of Directors may determine, except those matters which must be approved by Members.
9. The power to make reasonable rules and regulations and to amend them from time to time.
10. The power to improve the Master Association Property and the Common Property, subject to the limitations of the Declaration.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and the Traffic

Regulations promulgated by the Master Association, including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2000), as amended from time to time.

12. The power to enforce by any legal means the provisions of the declarations of covenants and restrictions for the developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2000), as amended from time to time.

13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Members and Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations of the Master Association, the Traffic Regulations, the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

14. The power to pay all taxes and assessments which are liens against the Master Association Property and the Common Property.

15. The power to control and regulate the use of the Master Association Property and the Common Property by the Members and Owners, and to promote and assist adequate and proper maintenance of that property.

16. The power to borrow money and the power to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

17. The power to acquire real and personal property for the benefit and use of its Members and Owners and to dispose of the property in accordance with the Declaration and Articles of Incorporation.

18. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Master Association Property and the Common Property and of any facilities on lease to the Master Association or otherwise provided for the Master Association Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Master Association, as a Common Expense, unless the contract provides to the contrary.

19. The power to establish additional officers and/or directors of this Master Association and to appoint all officers, except as otherwise provided herein.

20. The power to maintain the Surface Water Management System.

21. The power to appoint the members of the Architectural Review Board in accordance with the Declaration, the Executive Committee and such other committees as the Board of Directors may deem appropriate.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V **DUTIES OF OFFICERS**

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

- A. Act as presiding officer at all meetings of the Master Association, the Board of Directors, and the Executive Committee.
- B. Call special meetings of the Board of Directors and Executive Committee.
- C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.
- D. Perform all acts and duties usually required of an executive officer to insure that all orders and resolutions of the Board of Directors are carried out.
- E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of Directors.
- F. Serve on the Executive Committee and act as chairperson thereof.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall attend all Executive Committee Meetings as a non-voting member.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

- A. Attend all regular and special meetings of the Board of Directors and Executive Committee, as a non-voting member, keep all records and minutes of proceedings thereof or cause the same to be done, and turn over all such books and records to the Board of Directors of the Master Association upon request.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his/her duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the Board of Directors and Executive Committee, as a non-voting member, and be available to report and take action as requested.

B. Receive such monies as shall be paid into his/her hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Master Association which he/she shall keep safely deposited and which he/she shall turn over to the Board of Directors of the Master Association upon request.

C. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association, and deliver such books to his/her successor. He/She shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He/She shall make a full and accurate report on matters and business pertaining to his/her office to the Board of Directors at the annual meeting, and make all reports required by law. He/She shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association as a Common Expense. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management as is deemed appropriate by the Board of Directors.

E. Serve as chairperson of the Budget committee.

ARTICLE VI
DUTIES OF THE EXECUTIVE COMMITTEE

Section 1. Authority. The Executive Committee shall have and may exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority to:

- A) Approve or recommend to the Master Association's members actions or proposals required by the Florida Not-For-Profit Corporation Act to be approved by members.
- B) Elect officers of the Master Association (except to fill a vacancy for an unexpired term) or fill vacancies on the Board of Directors.
- C) Adopt, amend, or repeal By-Laws or amend the Declaration of Covenants and Restrictions for Martin Downs.

Section 2. Functions. The Executive Committee shall perform the following functions:

- A) Exercise all duties of the Board of Directors, not otherwise prohibited herein by resolution of the Board of Directors, during the intervals between meetings of the Board.
- B) Prepare the annual budget of the Master Association and present it to the Board of Directors for approval. If the Board of Directors fails to act on the budget within 45 calendar days, the Executive Committee may approve it.
- C) Oversee the bidding process (or other process authorized by the Board of Directors in specified cases involving technical or professional services) for the letting of all contracts having an initial price in excess of \$5,000. This includes all principal contracts for security, landscaping, lake maintenance, property management, construction, repair services, purchasing and insurance. Either the Executive Committee or the Board of Directors may authorize the letting of any such contract on behalf of the Master Association; provided, however, that, except in an emergency, only the Board of Directors may authorize non-budgeted expenditures in excess of \$25,000. The amount of any such non-budgeted expenditure shall be determined by totaling all expenditures necessary to complete the specific project.

ARTICLE VII
MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: Each Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to the Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

The fee simple owner of each Institutional Parcel shall be a Member of the Master Association upon recordation of an amendment to the Declaration, submitting such Institutional Parcel to the Declaration. Membership by the fee simple owner of the Institutional Parcel shall continue until such time as the fee simple owner transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership with

respect to the Institutional Parcel shall automatically be conferred upon the transferee. Membership held by the fee simple owner of the Institutional Parcel shall be appurtenant to, and may not be separated from ownership of the Institutional Parcel. No person or entity holding an interest of any type or nature whatsoever in the Institutional Parcel only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of the Declaration, may designate the voting rights for such property.

Section 2. Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control. All other members of the Master Association shall have the number of votes as designated in the Declaration. Votes shall be cast at the meetings of the Board of Directors by that person appointed by the Association or member. Each Association and member shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association or member on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such association or member. In the absence of such designation, the Association or member shall not be entitled to vote on any matters coming before the Board of Directors.

ARTICLE VIII
MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held upon a date appointed by the Board of Directors, during the month of March in each calendar year. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of the Executive Committee and officers of the Master Association and the transaction of other business authorized to be transacted by the Board of Directors. The order of business shall be as determined by the presiding officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such other place in Martin County, Florida, as shall be stated in the notice thereof. Additionally, a regular meetings of the Board of Directors will be held during the fourth quarters of each calendar year. The President shall designate the date, time and location of such regular meetings.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of a majority of the directors. All notices of special meetings shall state the purpose, time and place of the meeting.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the total votes of the membership of the Master Association, as represented by the Directors present, shall constitute a quorum for the transaction of business, and the acts of a majority of the votes of the membership of the Master Association, as represented by the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Written Actions. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 6. Presiding Officer. In the absence of the President, the Vice President shall be the presiding officer. In the absence of both the President and Vice President, the members of the Executive Committee shall select one of their members to be the presiding officer of that meeting.

Section 7. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members. Any action taken by the Board of Directors at any such telephone meeting shall be confirmed in writing by all Directors as soon as reasonably possible thereafter.

Section 8. Order of Business. The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE IX **NOTICE OF MEETINGS**

Section 1. Annual and Quarterly Meetings. Written notice of the annual and regular meetings of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X **MEETINGS OF EXECUTIVE COMMITTEE**

Section 1. Monthly Meetings. The Executive Committee shall hold monthly meetings at such time and place as designated by the Executive Committee.

Section 2. Special Meetings. Special Meetings of the Executive Committee may be called by the President or a majority of the Members of the Executive Committee.

Section 3. Notice of Meetings. Written notice of a meeting of the Executive Committee shall be mailed to each member of the Executive Committee at least two (2) days, and no more than sixty (60) days prior to such meeting. Additionally, notices of all Executive Committee meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting. In the case of an emergency, a meeting of the Executive Committee may be called upon telephone notice to all members. Nothing herein is to be construed to prevent committee members from waiving notice of meetings.

Section 4. Quorum. At all meetings of the Executive Committee, a majority of its members shall constitute a quorum. If a quorum of the Executive Committee is present when a vote is taken, the affirmative vote of a majority of those present shall be an act of the Executive Committee.

Section 5. Subcommittees. The Executive Committee may appoint subcommittees as it may deem necessary.

Section 6. Minutes. Minutes shall be taken at all Executive Committee Meetings and copies of such minutes shall be sent to each Member.

ARTICLE XI
PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Master Association or with the Statutes of the State of Florida.

ARTICLE XII
ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Members, Owners, Parcels, Club Owners, and Martin Downs Utilities, as set forth in the Declaration.

ARTICLE XIII
FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Master Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Master Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds shall be required in an amount not less than the maximum funds that will be in the custody of the Master Association or its management agent at any one time from all officers and employees of the Master Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Master Association as a Common Expense.

Section 4. Records. The Master Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, Owner, Club Owner and Martin Downs Utilities, which accounts shall designate the name and address of the Member, Owner, Club Owner, and Martin Downs Utilities, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register of the names of all Institutional Mortgagees who have notified the Master Association of their liens, and to which lien holders the Master Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Master Association, as prepared by an independent accountant.

Section 6. Insurance. The Master Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Master Association and its Members.

Section 7. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XIV **ADMINISTRATIVE RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt Rules and Regulations and Traffic Regulations governing the details of the operation and use of the Master Association Property and the Common Property, including, without limitation, the Streets, provided that the Rules and Regulations and the Traffic Regulations shall be equally applicable to all Members and Owners and uniform in application and effect.

ARTICLE XV **VIOLATIONS AND DEFAULTS**

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Master Association, the Traffic Regulations of the Master Association, the Articles of Incorporation, the declarations of covenants and restrictions for the

Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations, the Master Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, the right to levy fines pursuant to Florida Statute §720.305 (2000), as amended from time to time, and in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Member and/or Owner (or the Club Owner or Martin Downs Utilities, in the case of a delinquent Assessment) at fault shall be liable for court costs and the Master Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Master Association without waiving the lien securing such unpaid assessments.

ARTICLE XVI
AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

ARTICLE XVII
VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVIII
CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

ARTICLE XIX
NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718 (1983), in existence as of the date of execution of these By-Laws.

The foregoing were adopted as the Second Amended and Restated By-Laws of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the meeting of the Board of Directors on the 24th day of October, 2001.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 9th day of November, 2001.

WITNESSES:

MARTIN DOWN PROPERTY OWNERS ASSOCIATION, INC.

Valerie Karpinski
Witness #1 Signature

By James Felz
James Felz, Its President

Valerie Karpinski
Witness #1 Printed Name

Carole Romagnolo
Witness #2 Signature

CAROLE A Romagnolo
Witness #2 Printed Name

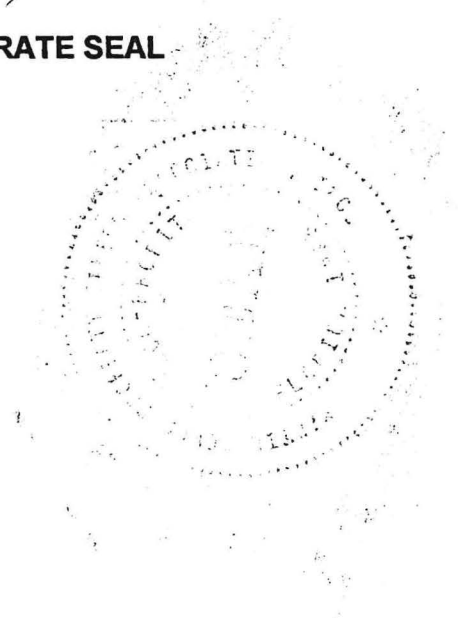
By Jane Mills
Jane Mills, Its Secretary

Valerie Karpinski
Witness #1 Signature

Valerie Karpinski
Witness #1 Printed Name

Carole A Romagnolo
Witness #2 Signature

CORPORATE SEAL



CAROLE A Romagnolo
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 9, 2001, by James Felz, as President of Martin Downs Property Owners Association Inc., [] who is personally known to me, or [] who produced identification in the form of _____

 Valerie A. Karpinski
Commission # CC 848480
Expires June 25, 2003
Bonded Thru
Atlantic Bonding Co., Inc.
Notarial Seal

Valerie Karpinski
NOTARY PUBLIC
Printed Name: Valerie Karpinski
Commission Expires: June 25, 2003

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 9, 2001, by Jane Mills, as Secretary of Martin Downs Property Owners Association Inc., [] who is personally known to me, or [] who produced identification in the form of _____

 Valerie A. Karpinski
Commission # CC 848480
Expires June 25, 2003
Bonded Thru
Atlantic Bonding Co., Inc.
Notarial Seal

Valerie Karpinski
NOTARY PUBLIC
Printed Name: Valerie Karpinski
Commission Expires: June 25, 2003

Amended §
Reinstated By Law

**CERTIFICATE OF AUTHENTICITY
OF THE
AMENDED AND RESTATED
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.**

a Not-for-Profit corporation Under
the Laws of the State of Florida

The undersigned, the President and Secretary of Martin Downs Property Owners Association, Inc., do hereby certify that to the best of their knowledge and belief, the attached documents are true and accurate copies of the Amended and Restated By-Laws as adopted by the Board of Directors of Martin Downs Property Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in its name by its President, Secretary and its corporate seal affixed this 17th day of January, 2000

[Signature]
Witness Signature

THOMAS R. BARNETT
Printed Name of Witness

[Signature]
Witness Signature

Frances H. Criss
Printed Name of Witness

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
James Felz, President

[Signature]
Witness Signature

Frances H. Criss
Printed Name of Witness

[Signature]
Witness Signature

ELIZABETH P. BONAN
Printed Name of Witness

By: [Signature]
Jane Mills, Secretary

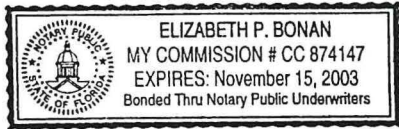
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 2000, by James Felz as President of Martin Down Property Owners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

SEAL



[Signature]
Signature
ELIZABETH P. BONAN
Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16th day of February, 2000, by Jane Mills as Secretary of Martin Downs Property Owners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

SEAL



[Signature]
Signature
Frances H. Criss
Printed Name

Record and Return to:
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66, Stuart, FL 34995

OR BK 1 4 5 8 PG 0 8 2 0

AMENDED AND RESTATED

BY-LAWS

OF

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

a Not-for-Profit corporation Under
the Laws of the State of Florida

This Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc., a Florida not for profit corporation, was adopted at a duly convened Special Meeting of the Board of Directors on MAY 20, 1999, and is joined by the Developer, Southern Land Group, Inc., a Florida corporation.

ARTICLE I

IDENTITY

Section 1. The name of this corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. The principal office of the Master Association is P.O. Box 1666, Palm City, Florida 34991.

Section 3. The seal of the Master Association shall bear the name of the Master Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation, an impression of which is as follows:

Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Martin Downs, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II

PURPOSES

This Master Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Master Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III

DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 1. Directors

A. The affairs of the Master Association shall be managed by a Board of Directors which shall consist of not less than three (3) members. The initial board shall consist of the individuals named in the Articles of Incorporation of the Master Association, who shall serve until such time as the Developer relinquishes control of the Master Association, as described in the Declaration, or until replaced by the Developer.

B. Upon relinquishment of control of the Master Association by Developer, as defined in the Declaration, each Member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he may be reappointed.

C. The organizational meeting of the newly appointed Board of Directors shall be held within ten (10) days of their appointment at such place and time as shall be fixed by the directors and no further notice of the organizational meeting shall be necessary.

D. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

E. Until such time as Developer relinquishes control of the Master Association, no director or officer need be an Owner. Thereafter, however, all directors and officers must be Owners.

Section 2. Officers. The executive officers of the Master Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by Developer or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed by the Board shall serve the Master Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer.

Until such time as Developer relinquishes control of the Master Association, the same individual may simultaneously hold the office of the President and serve as a member of the Board of Directors. Thereafter, however, the same individual shall not simultaneously hold one of the four elected officer positions (President, Vice President, Secretary or Treasurer) and serve on the Board of Directors.

Section 3. Executive Committee. After Developer relinquishes control of the Master Association, the Board of Directors shall appoint an Executive Committee consisting of seven (7) members. The Executive Committee shall be comprised of:

A. The President of the Master Association.

B. The member of the Board of Directors representing Meadows at Martin Downs Homeowners Association, Inc.

C. The member of the Board of Directors representing Monarch Country Club Homeowners Association, Inc.

D. The member of the Board of Directors representing Sunset Trace Homeowners Association, Inc.

E. A member of the Board of Directors representing one of the following:

- (i) Heronwood Homeowners Association, Inc.
- (ii) Egret Pond Homeowners Association, Inc.;
- (iii) Quail Meadow Homeowners Association, Inc.;
- (iv) Eagle Lake Homeowners Association, Inc.;
- (v) PR Homeowners Association, Inc.;
- (vi) Osprey Creek Homeowners Association, Inc.;
- (vii) Ibis Point Homeowners Association, Inc.;
- (viii) Starling Court Homeowners Association, Inc.;
- (ix) Mallard Creek Homeowners Association, Inc.;
- (x) Clubhouse Court Condominium Association, Inc.; and
- (xi) Club Facilities (as defined in the Declaration) a/k/a Martin Downs Country Club, Inc.

Hereinafter referred to as the "West Villages".

F. A member of the Board of Directors representing one of the following:

- (i) Pine Ridge at Martin Downs Village I Condominium Association, Inc.;
- (ii) The Charter Club at Martin Downs Homeowners Association, Inc. (f/k/a Pine Ridge at Martin Downs Village II Condominium Association, Inc.);
- (iii) La Mariposa Homeowners Association, Inc.;
- (iv) Montebello at Martin Downs Homeowners Association, Inc. (f/k/a The Townhomes of Montebello at Martin Downs Homeowners Association, Inc.);
- (v) Admiralty Condominium Association, Inc.;
- (vi) Palm Pointe Homeowners Association, Inc. (f/k/a Mill Creek Homeowners Association, Inc.);
- (vii) Parkside at Martin Downs Homeowners Association, Inc.; and
- (viii) Islesworth of Martin Downs Homeowners Association, Inc.

Hereinafter referred to as the "East Villages".

G. One of the members of the Board of Directors representing the Monarch Club Facilities or an Institutional Parcel (as defined in the Declaration).

Section 4. Standing Committees. After Developer relinquishes control of the Master Association, the President shall appoint a chairman and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee

The chairman of the Budget committee shall be the Treasurer as elected by the Board of Directors. The chairmen of the Surface Water Management committee and the Security committee shall be appointed from the members of the Executive committee and the elected officers of the Master Association.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the President for appointment.

Section 5. Resignation, Vacancy, Removal.

A. Resignation: Any director, officer or Executive Committee Member of the Master Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Master Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Developer until such time as Developer relinquishes control of the Master Association. Subsequent to the annual meeting of the Directors next succeeding the date upon which Developer relinquishes control of the Master Association, a vacancy occurring on the Board of Directors shall be filled by the members of the Board of Directors which appointed the Director creating the vacancy, by appointing a person who shall serve until the next annual meeting of the Board.

C. Officer or Executive Committee Vacancy: When a vacancy occurs in an office or on the Executive Committee for any reason before the term has expired, the position shall be filled by the Board of Directors by electing a person to serve for the unexpired term. Any such replacement must be in compliance with the qualifications provided in Sections 2 and 3 above. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed hereunder shall serve the Master Association until such time as Developer has approved the appointment, in accordance with the procedure set forth herein above.

D. Status of Developer: Developer shall be deemed to be a Member of the Master Association from and after the date of recordation of the Declaration in the public records of the County.

E. Removal: Except as otherwise provided herein, any Director may be removed by the Member which appointed him, with or without cause, and any officer, Executive Committee Member or Standing Committee Member of the Master Association may be removed by the Board of Directors, at any time, with or without cause. During the period of time during which Developer has control of the Master Association, any officer, Executive Committee Member, Standing Committee Member or member of the Board of Directors may be removed, with or without cause, by developer, at its discretion.

Section 6. Indemnification of Directors, Officers, A.R.B. Members and Executive Committee Members. Every Director, Officer, member of the Architectural Review Board ("A.R.B.") and Member of the Executive Committee shall be indemnified by the Master Association against liability and expenses which he may incur by reason of his being or having been a Director, Officer, A.R.B. member, or Executive Committee Member in accordance with the terms of the Declaration.

ARTICLE IV

POWERS AND DUTIES OF THE MASTER

ASSOCIATION AND THE EXERCISE THEREOF

The Master Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Master Association (the "Articles of Incorporation"), and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Master Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Members, Owners, Club Owners

and Martin Downs Utilities as provided for in the Declaration.

3. The power to expend monies collected for the purpose of paying the Common Expenses of the Master Association.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Master Association Property and the Common Property.
5. The power to insure and keep insured the buildings and Improvements of the Master Association and other Improvements within the Property, as provided in the Declaration.
6. The power to employ the personnel required for the operation of the Master Association, the Master Association Property and the Common Property.
7. The power to pay utility bills for utilities serving the Master Association Property and the Common Property.
8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board of Directors may determine, except those matters which must be approved by Members.
9. The power to make reasonable rules and regulations and to amend them from time to time.
10. The power to improve the Master Association Property and the Common Property, subject to the limitations of the Declaration.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and the Traffic Regulations promulgated by the Master Association.
12. The power to enforce by any legal means the provisions of the declarations of covenants and restrictions for the developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.
13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Members and Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations of the Master Association, the Traffic Regulations, the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.
14. The power to pay all taxes and assessments which are liens against the Master Association Property and the Common Property.
15. The power to control and regulate the use of the Master Association Property and the Common Property by the Members and Owners, and to promote and assist adequate and proper maintenance of that property.
16. The power to borrow money and the power to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.
17. The power to acquire real and personal property for the benefit and use of its Members and Owners and to dispose of the property in accordance with the Declaration and Articles of Incorporation.

18. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Master Association Property and the Common Property and of any facilities on lease to the Master Association or otherwise provided for the Master Association Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Master Association, as a Common Expense, unless the contract provides to the contrary.

19. The power to establish additional officers and/or directors of this Master Association and to appoint all officers, except as otherwise provided herein.

20. The power to maintain the Surface Water Management System.

21. The power to appoint the members of the Architectural Review Board in accordance with the Declaration, the Executive Committee and such other committees as the Board of Directors may deem appropriate.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

A. Act as presiding officer at all meetings of the Master Association, the Board of Directors, and the Executive Committee.

B. Call special meetings of the Board of Directors and Executive Committee.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive officer to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of Directors.

F. Serve on the Executive Committee and act as chairman thereof.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall attend all Executive Committee Meetings as a non-voting member.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Board of Directors and Executive Committee, as a non-voting member, keep all records and minutes of proceedings thereof or cause the same to be done, and turn over all such books and records to the Board of Directors of the Master Association upon request.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the Board of Directors and Executive Committee, as a non-voting member, and be available to report and take action as requested.

B. Receive such monies as shall be paid into his hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Master Association which he shall keep safely deposited and which he shall turn over to the Board of Directors of the Master Association upon request.

C. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Board of Directors at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association as a Common Expense. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management as is deemed appropriate by the Board of Directors.

E. Serve as chairman of the Budget committee.

ARTICLE VI

DUTIES OF THE EXECUTIVE COMMITTEE

Section 1. Authority. The Executive Committee shall have and may exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority to:

A) Approve or recommend to the Master Association's members actions or proposals required by the Florida Not-For-Profit Corporation Act to be approved by members.

B) Elect officers of the Master Association or fill vacancies on the Board of Directors or Executive Committee.

C) Adopt, amend, or repeal By-Laws or amend the Declaration of Covenants and Restrictions for Martin Downs.

Section 2. Functions. The Executive Committee shall perform the following functions:

A) Exercise all duties of the Board of Directors, not otherwise prohibited herein by resolution of the Board of Directors, during the intervals between meetings of the Board.

B) Prepare the annual budget of the Master Association and present it to the Board of Directors for approval. If the Board of Directors fails to act on the budget within 45 calendar days, the Executive Committee may approve it.

C) Oversee the bidding process (or other process authorized by the Board of Directors in specified cases involving technical or professional services) for the letting of all contracts having an initial price in excess of \$5,000. This includes all principal contracts for security, landscaping, lake maintenance, property management, construction, repair services, purchasing and insurance. Either the Executive Committee or the Board of Directors may authorize the letting of any such contract on behalf of the Master Association; provided, however, that, except in an emergency, only the Board of Directors may authorize non-budgeted expenditures in excess of \$25,000. The amount of any such non-budgeted expenditure shall be determined by totaling all expenditures necessary to complete the specific project.

ARTICLE VII

MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: Each Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to the Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer shall be considered a Member from and after the date of recordation of the Declaration in the public records of the County. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

The fee simple owner of each Institutional Parcel shall be a Member of the Master Association upon recordation of an amendment to the Declaration, submitting such Institutional Parcel to the Declaration. Membership by the fee simple owner of the Institutional Parcel shall continue until such time as the fee simple owner transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership with respect to the Institutional Parcel shall automatically be conferred upon the transferee. Membership held by the fee simple owner of the Institutional Parcel shall be appurtenant to, and may not be separated from ownership of the Institutional Parcel. No person or entity holding an interest of any type or nature whatsoever in the Institutional Parcel only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of the Declaration, may designate the voting rights for such property.

Section 2. Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control. All other members of the Master Association shall have the number of votes as designated in the Declaration. Votes shall be cast at the meetings of the Board of Directors by that person appointed by the Association or member. Each Association and member shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association or member on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such association or member. In the absence of such designation, the Association or member shall not be entitled to vote on any matters coming before the Board of Directors. Anything contained herein to the contrary notwithstanding, Developer shall be entitled to cast that number of votes equal to the number of parcels permitted within Martin Downs (initially, 5154 Parcels; however, this number may hereinafter be increased or decreased from time to time), less that number of Parcels which Developer has submitted to an Association at any given time. All votes may be exercised in person or by proxy. Proxies may be filed with the secretary of the Master Association prior to a

ARTICLE IX

NOTICE OF MEETINGS

Section 1. Annual and Quarterly Meetings. Written notice of the annual and quarterly meetings of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X

MEETINGS OF EXECUTIVE COMMITTEE

Section 1. Monthly Meetings. The Executive Committee shall hold monthly meetings at such time and place as designated by the Executive Committee.

Section 2. Special Meetings. Special Meetings of the Executive Committee may be called by the President or a majority of the Members of the Executive Committee.

Section 3. Notice of Meetings. Written notice of a meeting of the Executive Committee shall be mailed to each member of the Executive Committee at least two (2) days, and no more than sixty (60) days prior to such meeting. Additionally, notices of all Executive Committee meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting. In the case of an emergency, a meeting of the Executive Committee may be called upon telephone notice to all members. Nothing herein is to be construed to prevent committee members from waiving notice of meetings.

Section 4. Quorum. At all meetings of the Executive Committee, a majority of its members shall constitute a quorum. If a quorum of the Executive Committee is present when a vote is taken, the affirmative vote of a majority of those present shall be an act of the Executive Committee.

Section 5. Subcommittees. The Executive Committee may appoint subcommittees as it may deem necessary.

Section 6. Minutes. Minutes shall be taken at all Executive Committee Meetings and copies of such minutes shall be sent to each member of the Board of Directors.

ARTICLE XI

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Master Association or with the Statutes of the State of Florida.

ARTICLE XII

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Members, Owners, Parcels, Club Owners, and Martin Downs Utilities, as set forth in the Declaration.

ARTICLE XIII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Master Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Master Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds may be required at the discretion of the Board of Directors from all officers and employees of the Master Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Master Association as a Common Expense.

Section 4. Records. The Master Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, Owner, Club Owner and Martin Downs Utilities, which accounts shall designate the name and address of the Member, Owner, Club Owner, and Martin Downs Utilities, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register of the names of all Institutional Mortgagees who have notified the Master Association of their liens, and to which lienholders the Master Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Master Association, as prepared by an independent accountant.

Section 6. Insurance. The Master Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Master Association and its Members.

Section 7. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XIV

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations and Traffic Regulations governing the details of the operation and use of the Master Association Property and the Common Property, including, without limitation, the Streets, provided that the Rules and Regulations and the Traffic Regulations shall be equally applicable to all Members and Owners and uniform in application and effect.

ARTICLE XV

VIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Master Association, the Traffic Regulations of the Master Association, the Articles of Incorporation, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations, the Master Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, and in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Member and/or Owner (or the Club Owner or Martin Downs Utilities, in the case of a delinquent Assessment) at fault shall be liable for court costs and the Master Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Master Association without waiving the lien securing such unpaid assessments.

ARTICLE XVI

DEVELOPER'S CONTROL

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Master Association until Developer has closed the sale of all Parcels within Martin Downs, or until such earlier time as is determined by Developer, in the Developer's sole discretion. So long as Developer retains control of the Master Association, Developer shall have the right to appoint all members of the Board of Directors and Architectural Review Board and to approve the appointment of all Officers of the Master Association. Further, during the period of the Developer's control, the members of the Board of Directors may be removed only by the Developer.

ARTICLE XVII

AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. Until such time as Developer relinquishes control of the Master Association, as defined in the Declaration, no amendments to these By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

ARTICLE XVIII

VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XIX

CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

ARTICLE XX

NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718 (1983), in existence as of the date of execution of these By-Laws.

The foregoing were adopted as the Amended and Restated By-Laws of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the special meeting of the Board of Directors on the 20th day of May 1999.

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION INC.

By: [Signature]
President STEPHEN FRY

Attest: [Signature]
Secretary

JOINDER AND CONSENT

In accordance with the By-Laws, Southern Land Group, Inc. a Florida corporation ("Developer") hereby joins in and consents to the foregoing Amended and Restated By-Laws, pursuant to Action of the Board of Directors of the Developer adopted on May 20, 1999.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

Southern Land Group, Inc.

by: [Signature]
its: VICE-PRESIDENT

(Corporate Seal)

B1

CERTIFICATE OF AMENDMENTS
TO THE
AMENDED AND RESTATED
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

A Not-for-Profit corporation Under
the Laws of the State of Florida

The Amended and Restated Bylaws of Martin Downs Property Owners Association, Inc. were recorded in the Martin County Public Records by Certificate of Authenticity on the 17th day of February, 2000 at Official Records Book 1458, Page 0821, et.seq. The same Amended and Restated Bylaws are hereby amended as approved by vote sufficient for approval at the Annual Board Meeting held on March 28, 2001.

1. Article III and Article IV is amended to read as follows:

ARTICLE III

DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 5. Resignation, Vacancy, Removal.

C. Officer or Executive Committee Vacancy: When a vacancy occurs in an office or on the Executive Committee for any reason before the term has expired, the position shall be filled by the Executive Committee by electing a person to serve for the unexpired term. Any such replacement must be in compliance with the qualifications provided in Sections 2 and 3 above.

(The balance of Article III remains unchanged)

ARTICLE VI

DUTIES OF THE EXECUTIVE COMMITTEE

Section 1. Authority. The Executive Committee shall have and may exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority to:

Record and Return to:
ornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995

A) Approve or recommend to the Master Association's members actions or proposals required by the Florida Not-For-Profit Corporation Act to be approved by members.

B) Elect officers of the Master Association (except to fill a vacancy for an unexpired term) or fill vacancies on the Board of Directors.

C) Adopt, amend, or repeal By-Laws or amend the Declaration of Covenants and Restrictions for Martin Downs.

(The balance of Article VI remains unchanged)

2. The foregoing amendments to the Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc. was adopted by the Board of Directors by a vote sufficient for approval at the Annual Board Meeting held on March 28, 2001.

3. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 18th day of April, 2001.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Carole A Romaglino
Witness #1 Signature

By: James Felz
James Felz, Its President

CAROLE A Romaglino
Printed Name of Witness

Elizabeth P. Bonan
Witness #2 Signature

ELIZABETH P. BONAN
Printed Name of Witness

Valerie Karpuski
Witness #1 Signature

Witness #1 Signature

Valerie Karpuski
Printed Name of Witness

Printed Name of Witness

Erin Bon
Witness #2 Signature

Witness #2 Signature

ELIZABETH P. BONAN
Printed Name of Witness

Printed Name of Witness

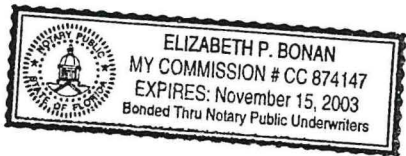
By: Jane Mills
Jane Mills, Its Secretary

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on April 18, 2001,
by James Felz, as President of Martin Downs Property Owners Association, Inc. [] who
is personally known to me, or [] who has produced identification [Type of Identification:
_____].



Notarial Seal

Erin Bon

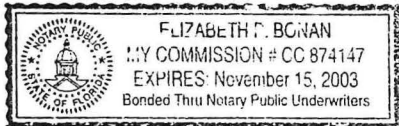
Notary Public

Printed Name: ELIZABETH P. BONAN

Commission Expires: 11/15/03

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on April 18,
2001, by Jane Mills, as Secretary of Martin Downs Property Owners Association, Inc.
[] who is personally known to me, or [] who has produced identification [Type of
Identification: _____].



Notarial Seal

Erin Bon

Notary Public

Printed Name: ELIZABETH P. BONAN

Commission Expires: 11/15/03

CERTIFICATE

Martin Downs Property Owners Association, Inc., by its duly authorized officers, hereby certifies that the Amendments to the Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc., a copy to which this is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the Board of Directors at the Annual Board Meeting held on March 28, 2001.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Carole A. Romagnolo
Witness #1 Signature

By: James Felz
James Felz, Its President

CAROLE A Romagnolo
Printed Name of Witness

Valerie Karpusti
Witness #2 Signature

VALERIE KARPUSTI
Printed Name of Witness

By: Jane Mills
Jane Mills, Its Secretary

Valerie Karpusti
Witness #1 Signature

VALERIE KARPUSTI
Printed Name of Witness

Elizabeth P. Bonan
Witness #2 Signature

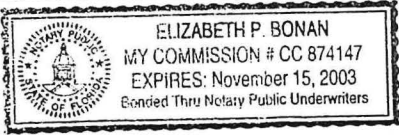
ELIZABETH P. BONAN
Printed Name of Witness

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on April 18, 2001,
by James Felz, as President of Martin Downs Property Owners Association, Inc. [] who
is personally known to me, or [] who has produced identification [Type of Identification:

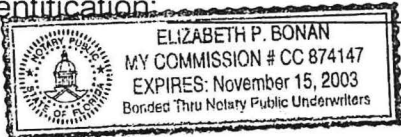


Notarial Seal

[Signature]
Notary Public
Printed Name: ELIZABETH P. BONAN
Commission Expires: 11/15/03

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on April 18,
2001, by Jane Mills, as Secretary of Martin Downs Property Owners Association, Inc.
[] who is personally known to me, or [] who has produced identification [Type of
Identification:



Notarial Seal

[Signature]
Notary Public
Printed Name: ELIZABETH P. BONAN
Commission Expires: 11/15/03

Record and Return to:

Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995

Bylaws

BY-LAWS

OF

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

A Not-for-Profit Corporation Under
the Laws of the State of Florida

ARTICLE I

IDENTITY

Section 1. The name of this corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. The initial principal office of the Master Association is P.O. Box 2850, Stuart, Florida 33495.

Section 3. The seal of the Master Association shall bear the name of the Master Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation, an impression of which is as follows:

Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Martin Downs, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II

PURPOSES

This Master Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Master Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III

DIRECTORS AND OFFICERS

Section 1. Directors

A. The affairs of the Master Association shall be managed by a Board of Directors which shall consist of not less than three (3) members. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Master Association, who shall serve until such time as the Developer relinquishes control of the Master Association, as described in the Declaration, or until replaced by the Developer.

B. Upon relinquishment of control of the Master Association by Developer, as defined in the Declaration, each Association Member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he may be reappointed.

C. The organizational meeting of the newly appointed Board of Directors shall be held within ten (10) days of their appointment at such place and time as shall be fixed by the directors and no further notice of the organizational meeting shall be necessary.

D. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

E. Until such time as Developer relinquishes control of the Master Association, no director or officer need be an Owner. Thereafter, however, all directors and officers must be Owners.

Section 2. Officers. The executive officers of the Master Association shall be: President, two Vice Presidents, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by Developer or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed by the Board shall serve the Master Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer.

Section 3. Resignation, Vacancy, Removal.

A. Resignation: Any director or officer of the Master Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Master Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Developer until such time as Developer relinquishes control of the Master Association. Subsequent to the annual meeting of the Directors next succeeding the date upon which Developer relinquishes control of the Master Association, a vacancy occurring on the Board of Directors shall be filled by the Association members of the Board of Directors which appointed the Director creating the vacancy, by appointing a person who shall serve until the next annual meeting of the Board.

C. Officer Vacancy: When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Developer retains control of the Master Association, as defined in the Declaration, no officer appointed hereunder shall serve the Master Association until such time as Developer has approved the appointment, in accordance with the procedure set forth hereinabove.

D. Status of Developer: Developer shall be deemed to be a Member of the Master Association from and after the date of recordation of the Declaration in the public records of the County.

E. Removal: Except as otherwise provided herein, any Director may be removed by the Association Member which appointed him, with or without cause, and any officer of the Master Association may be removed by the Board of Directors, at any time, with or without cause. During the period of time during which Developer has control of the Master Association, any officer or member of the Board of Directors may be removed, with or without cause, by Developer, at its discretion.

Section 4. Indemnification of Directors, Officers and A.R.B. Members. Every Director, Officer, and member of the Architectural Review Board ("A.R.B.") shall be indemnified by the Master Association against liability and expenses which he may incur by reason of his being or having been a Director, Officer or A.R.B. member, in accordance with the terms of the Declaration.

ARTICLE IV

POWERS AND DUTIES OF THE MASTER

ASSOCIATION AND THE EXERCISE THEREOF

The Master Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Master Association (the "Articles of Incorporation"), and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Master Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.

2. The power to levy and collect Assessments against Members and Owners, as provided for in the Declaration.

3. The power to expend monies collected for the purpose of paying the Common Expenses of the Master Association.

4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Master Association Property and the Common Property.

5. The power to insure and keep insured the buildings and Improvements of the Master Association and other Improvements within the Property, as provided in the Declaration.

6. The power to employ the personnel required for the operation of the Master Association, the Master Association Property and the Common Property.

7. The power to pay utility bills for utilities serving the Master Association Property and the Common Property.

8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board of Directors may determine, except those matters which must be approved by Members.

9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to improve the Master Association Property and the Common Property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and the Traffic Regulations promulgated by the Master Association.

12. The power to enforce by any legal means the provisions of the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

13. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Members and Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations of the Master Association, the Traffic Regulations, the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

14. The power to pay all taxes and assessments which are liens against the Master Association Property and the Common Property.

15. The power to control and regulate the use of the Master Association Property and the Common Property by the Members and Owners, and to promote and assist adequate and proper maintenance of that property.

16. The power to borrow money and the power to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

17. The power to acquire real and personal property for the benefit and use of its Members and Owners and to dispose of the property in accordance with the Declaration and the Articles of Incorporation.

18. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Master Association Property and the Common Property and of any facilities on lease to the Master Association or otherwise provided for the Master Association Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Master Association, as a Common Expense, unless the contract provides to the contrary.

19. The power to establish additional officers and/or directors of this Master Association and to appoint all officers, except as otherwise provided herein.

20. The power to maintain the Water Management System.

21. The power to appoint the members of the Architectural Review Board in accordance with the Declaration, and such other committees as the Board of Directors may deem appropriate.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

A. Act as presiding officer at all meetings of the Master Association and of the Board of Directors.

B. Call special meetings of the Board of Directors.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive officer to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio members of all committees, and render an annual report at the annual meeting of Directors.

Section 2. Vice Presidents. The Vice President(s), in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President(s) also shall assist the President generally, and exercise such other

powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Board of Directors, keep all records and minutes of proceedings thereof or cause the same to be done, and turn over all such books and records to the Board of Directors of the Master Association upon request.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the Board of Directors.

B. Receive such monies as shall be paid into his hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Master Association which he shall keep safely deposited and which he shall turn over to the Board of Directors of the Master Association upon request.

C. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Board of Directors at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association as a Common Expense. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: Each

Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to the Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer shall be considered a Member from and after the date of recordation of the Declaration in the public records of the County. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

Section 2. Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control, which votes shall be cast at the meetings of the Board of Directors by that member of the Board of Directors appointed by the Association. Each Association shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such Association. In the absence of such designation, the Association shall not be entitled to vote on any matters coming before the Board of Directors. Anything contained herein to the contrary notwithstanding, Developer shall be entitled to cast that number of votes equal to the number of Parcels permitted within Martin Downs (initially, 5154 Parcels; however, this number may hereinafter be increased or decreased from time to time), less that number of Parcels which Developer has submitted to an Association at any given time. All votes may be exercised in person or by proxy. Proxies may be filed with the secretary of the Master Association prior to a meeting. A proxy shall be valid and entitle the holder thereof to vote until the secretary shall have received a written revocation of such proxy, executed by the grantor of the proxy, or until the death or legal incompetence of the grantor.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held upon a date appointed by the Board of Directors, between the 1st day of January and the 30th day of April in each calendar year subsequent to relinquishment of control of the Master Association by Developer. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of officers of the Master Association and the transaction of other business authorized to be transacted by the Board of Directors. The order of business shall be as determined by the presiding officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such other place in Martin County, Florida, as shall be stated in the notice thereof. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of a majority of the directors. All notices of special meetings shall state the purpose, time and place of the meeting.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the total votes of the membership of the Master Association, as represented by the Directors present, shall constitute a quorum for the transaction of business, and the acts of a majority of the votes of the membership of the Master Association, as represented by the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Written Actions. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 6. Presiding Officer. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 7. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members. Any action taken by the Board of Directors at any such telephone meeting shall be confirmed in writing by all Directors as soon as reasonably possible thereafter.

Section 8. Order of Business. The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE VIII

NOTICE OF MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE IX

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Master Association or with the Statutes of the State of Florida.

ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Members, Owners, Parcels, Club Owners, and Martin Downs Utilities, as set forth in the Declaration.

ARTICLE XI

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Master Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Master Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds may be required at the discretion of the Board of Directors from all officers and employees of the Master Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Master Association as a Common Expense.

Section 4. Records. The Master Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member Association and Club, which accounts shall designate the name and address of the Member Association and Club, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register for the names of all Institutional Mortgagees who have notified the Master Association of their liens, and to which lienholders the Master Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Master Association, as prepared by an independent accountant.

Section 6. Insurance. The Master Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Master Association and its Members.

Section 7. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XII

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations and Traffic Regulations governing the details of the operation and use of the Master Association Property and the Common Property, including, without limitation, the Streets, provided that the Rules and Regulations and the Traffic Regulations shall be equally applicable to all Members and uniform in application and effect.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Master Association, the Traffic Regulations of the Master Association, the Articles of Incorporation, the declarations of covenants and restrictions for the Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations, the Master Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, and, in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Member and/or Owner (or the Club Owner or Martin Downs Utilities, in the case of a delinquent Assessment) at fault shall be liable for court costs and the Master Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Master Association without waiving the lien securing such unpaid Assessments.

ARTICLE XIV

DEVELOPER'S CONTROL

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Master Association until Developer has closed the sale of all Parcels within Martin Downs, or until such earlier time as is determined by Developer, in the Developer's sole discretion. So long as Developer retains control of the Master Association, Developer shall have the right to appoint all members of the Board of Directors and the Architectural Review Board and to approve the appointment of all Officers of the Master Association. Further, during the period of the Developer's control, the members of the Board of Directors may be removed only by the Developer.

ARTICLE XV

AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. Until such time as Developer relinquishes control of the Master Association, as defined in the Declaration, no amendments to these By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

ARTICLE XVI

VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII

CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

The foregoing were adopted as the By-Laws of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 2nd day of MAY, 1983.

MARTIN DOWNS PROPERTY OWNERS
ASSOCIATION, INC.

By: Peter D. Cummings
President

Attest William J. ...
Secretary

