

**NOTICE OF PRESERVATION OF DECLARATION OF
PROTECTIVE COVENANTS COVERING
ALL OF MARTIN MEADOWS
PURSUANT TO FLORIDA STATUTES CHAPTER 712**

Notice is hereby given that Martin Meadows Homeowners Association, Inc., P.O. Box 6012, Stuart, FL 34997, files this Notice of Preservation of the Declaration of Protective Covenants covering all of Martin Meadows, dated September 26, 1980, as recorded in Official Records Book 504, Page 1432, amended at Official Records Book 508, Page 1987, amended at Official Records Book 514, Page 2367, amended at Official Records Book 546, Page 2438, amended at Official Records Book 675, Page 2338, amended at Official Record Book 913, Page 673, amended at Official Records Book 1962, Page 2115 and amended at Official Records Book 2123, Page 2286, Martin County, Florida public records. The property affected by this Declaration is more specifically described as follows:

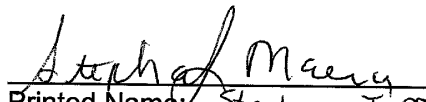
Martin Meadows Phase I,
as recorded in Plat Book 8, Page 39 of the Public Records
of Martin County, Florida

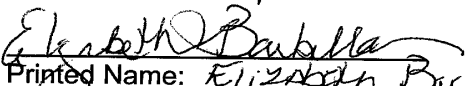
Martin Meadows Phase II,
as recorded in Plat Book 9, Page 15 of the Public Records
of Martin County, Florida

Attached hereto as Exhibit "A" 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)(2009) has been mailed to all members of the Association.

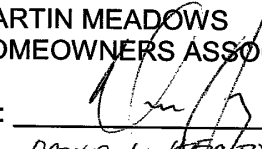
Attached hereto as Exhibit "B" is a true and accurate copy of the Declaration of Protective Covenants covering all of Martin Meadows and all amendments thereto. Please note the undersigned certifies that the filing of this notice was authorized by a vote of at least two-thirds (2/3) of the members of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

WITNESSES:


Printed Name: Stephanie J. Macra


Printed Name: Elizabeth Barbella

MARTIN MEADOWS
HOMEOWNERS ASSOCIATION, INC.

By: 
DAVID L. HEFNER, President

Stephanie J. Macera
Printed Name: Stephanie J. Macera

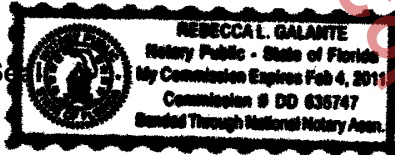
Elizabeth Baibella
Printed Name: Elizabeth Baibella

By: Christine Wilson
Christine Wilson, Secretary

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on August 12, 2010, by David L. Heaton, as President of Martin Meadows Homeowners Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

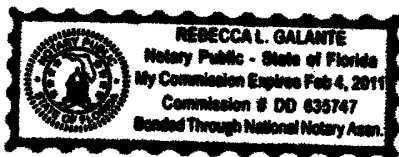


Rebecca L. Galante
Notary Public
Printed Name: Rebecca L. Galante
Commission Expires: 02-04-2011

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on August 12, 2010 by Christine Wilson, as Secretary of Martin Meadows Homeowners Association, Inc. [☐] who is personally known to me, or [☒] who has produced identification [Type of Identification: FL Driver License].
W425-101-53-562-0

Notarial Seal



Rebecca L. Galante
Notary Public
Printed Name: Rebecca L. Galante
Commission Expires: 02-04-2011

Exhibit "A"
AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF MARTIN

The undersigned, on behalf of the Board of Directors of Martin Meadows Homeowners Association, Inc., being duly sworn, states:

1) That he/she hereby certifies that on the 17 day of July, 2010, he/she mailed to each parcel owner in Martin Meadows, written notice of the meeting of the Board of Directors scheduled for 8/11/10 along with the following statement:

Statement of Marketable Title Action: The Martin Meadows Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Protective Covenants covering all of Martin Meadows, recorded in Official Records Book 504, Page 1432, 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 Protective Covenants covering all of Martin Meadows, pursuant to Florida Statutes Chapter 712.

The undersigned further states that said written notice to each parcel owner was mailed at least seven (7) days prior to the scheduled date of said meeting.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 9 day of August, 2010

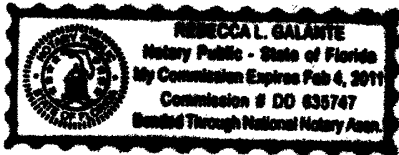
Its: Director

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on 08-09-2010
by David L. Heaton of Martin Meadows Homeowners Association,
Inc. who is ☒ personally known to me or ☐ who has produced identification [Type of
Identification: _____].

Notarial Seal

Rebecca L. Galante
Notary Public
Printed Name: Rebecca L. Galante
Commission Expires: 02-04-2011



087103

EXHIBIT B

CREATIVE ENVIRONMENT
ENTERPRISES, INC.

DECLARATION OF PROTECTIVE COVENANTS

THIS INSTRUMENT PREPARED BY
WILLIAM (DALE) ANDERSON
ATTORNEY AT LAW
P. O. BOX 288
STUART, FLA. 33494

TO

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS COVERING ALL OF - MARTIN MEADOWS PHASE I

THIS DECLARATION, made this 26th day of Sept, 1980,
by CREATIVE ENVIRONMENT ENTERPRISES, INC., a Florida corporation,
hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of all the property
in the subdivision as described in Article I of this Declaration;
and

WHEREAS, the subdivision is to be developed for residential
purposes; and

WHEREAS, Developer desires to provide for the preserva-
tion of the value and amenities of the subdivision and, to this
end, desires to subject the real property in the subdivision to
the covenants, restrictions, easements, charges and liens, herein-
after set forth, each and all of which is and are for the benefit
of the said property and each owner thereof;

NOW THEREFORE, the Developer declares that each lot in
the subdivision described in Article I is and shall be held,
transferred, sold, conveyed and occupied subject to the covenants,
restrictions, easements and liens (sometimes hereinafter referred
to as "covenants and restrictions") hereinafter set forth.

ARTICLE I Property Subject to this Declaration

The real property which is, and shall be held, transferred
sold, conveyed and occupied subject to this Declaration is located
in the subdivision known as "MARTIN MEADOWS PHASE I", as shown in
the Public Records of Martin County, Florida.

ARTICLE II Definitions

Section I. The following words, when used in this Declara-
tion or any Supplemental Declaration (unless the context shall
prohibit), shall have the following meanings:

(a) "Developer" shall mean and refer to CREATIVE ENVIRON-
MENT ENTERPRISES, INC., a Florida corporation, its successors and
assigns.

(b) "Subdivision" shall mean and refer to the subdivision
known as MARTIN MEADOWS PHASE I, as shown on the plat thereof recorded
in Plat Book 8, Pg. 39 of the Public Records of Martin County,
Florida.

(c) "Plat" shall mean and refer to the Plat of MARTIN
MEADOWS PHASE I, as recorded in Plat Book 8, Pg. 39, of the
Public Records of Martin County, Florida.

(d) "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of the fee simple title
to any lot in the subdivision, but shall not mean or refer to
any mortgagee unless and until such mortgagee has acquired title

to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "THE MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC." shall mean a BOARD DESIGNATED by the Developer. Martin Meadows Homeowners Association, Inc. shall initially consist of: RAYMOND L. GLANCY, WILLIAM WHITE, and KATHLEEN GLANCY. They shall be subject to re-election by the Developer on January 1st of each calendar year. Vacancies will be filled by the Developer as and when they occur.

(f) "Properties" shall mean and refer to that certain rear property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

(g) "Lot" shall mean and refer to any numbered parcel of land shown on any recorded Subdivision map of the Properties with the exception of the Common Area.

(h) "Common Lands" those parcels which are owned jointly by all owners within the development.

ARTICLE III Conveyances Made by the Developer

Whether or not provision therefore is specifically stated in any conveyance made by the Developer of a lot in the Subdivision, the owner or occupant of each such lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Declaration of Protective Covenants.

ARTICLE IV Use Restriction

Except as hereinafter provided, each lot in the Subdivision is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence otherwise no portable or temporary buildings or trailers may be placed on a lot. Only one single-family residence, one private garage, and one guest house not to exceed forty (40%) percent of the area of the main dwelling, exclusive of attached garages, patios and porches, shall be erected on any one of the residence lots hereinabove described. Nothing herein, however, shall prohibit the construction or erection of servant's quarter in connection with the garage on said lot. It is expressly understood that such servants quarters shall not be used for rental purposes by the owner or lessee of said premises. If servant's quarters or garage be constructed prior to the main residence or dwelling, the same shall not be occupied by servants or others for living purposes until work is actually within six (6) months from such occupancy. No occupancy shall be permitted in unfinished homes. All structures and landscaping shall be completed within one (1) year of the building permit being issued.

ARTICLE V Setback Restrictions

Section 1, Setback Lines. Subject to the exceptions herein-after mentioned, no building or any part thereof may project beyond the following set back lines:

35 feet from front property lines
10 feet from side property lines
25 feet from rear property lines

Section 2. Measurements. Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines.

Section 3. Exceptions to Setback Restrictions with BOARD approval. Terraces, walls, fences, lot platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of the adjoining or facing property, with the written approval of the MARTIN MEADOWS SUBDIVISION. Where construction is within easement areas, the approval must also be obtained of any private or public utility which has its facilities in the easements, or whose facilities would be affected by the construction.

Section 4. Variances. Any variance as to setback lines granted by the authority designated to do so under the zoning code applicable to the Subdivision will operate as a variance under these restrictions.

ARTICLE VI Building and Landscaping Plans

Section 1. In General. For the purpose of insuring the development of the lands in the Subdivision as a residential area of high standards, the Developer through the MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot.

Section 2. Approval of Plans. Whether or not provisions therefor are specifically stated in any conveyance of a lot made by the Developer, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure, landscaping or other improvements shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of said plans and specification by the MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC. shall be deemed final. No alteration in the exterior appearance of the buildings or structures nor any changes in the color thereof shall be made with like approval. The MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC. shall have the power by filing among the public records of Martin County, Florida, an appropriate instrument signed by the ASSOCIATION consenting to the deletion or modifications of any covenant or restriction in this Declaration with respect to any lot in the Subdivision if such deletion or modification is, in the full discretion of the ASSOCIATION, in the best interest of the Subdivision.

ARTICLE VII Trash Nuisance

No unsightly growth shall be permitted to grow or remain upon any lot in the Subdivision, and no refuse pile or unsightly objects, other than on lots under development by the owner, shall be allowed or be placed or permitted to remain anywhere thereon, and in the event that the owner or occupant of any lot shall fail or refuse to keep said lot free of refuse piles or other unsightly growths or objects, then the Homeowners Association may enter upon said lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass.

- 3 -

OR 504 1434
BOOK

ARTICLE VIII
Offensive Activities

No activity of an offensive, noxious, dangerous or noisy nature shall be carried on or permitted upon any lot in the Subdivision excepting only such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder.

ARTICLE IX
Display of Signs

Not more than one sign of any nature, including "for rent" or "for sale" signs, may be displayed on any lot in the Subdivision. Such sign shall not exceed 144 square inches in outside dimensions.

ARTICLE X
Oil and Gas Wells

No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon any lot in the Subdivision nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

ARTICLE XI
Livestock and Poultry

No animals, livestock, poultry, or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become any annoyance or nuisance to the neighborhood.

ARTICLE XII
Sight Distance at Intersections

No object, including without limitation thereto, a fence, wall, hedge, or plantings, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the area adjacent to where a driveway intersects a street or where streets intersect. The restriction is intended to apply so that all traffic may move safely upon the streets and in and out of driveways in the Subdivision without any sight obstruction hindering and/or making such movement dangerous.

ARTICLE XIII
Prohibited Parking

No house trailers, recreational vehicles, boats, trucks or other commercial vehicles shall be parked on any lot in the Subdivision excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Subdivision, unless completely screened or under cover from view.

ARTICLE XIV
Placement of Garbage Cans and Clothes Lines

Garbage Cans, clothes lines, air conditioners and pool heaters or other auxiliary equipment shall be so designated and located as not to constitute a nuisance to the neighbors.

- 4 -

22 504 PAGE 1435
BOOK

ARTICLE XV
Minimum Size of Residence

The floor areas of any residence erected in this subdivision shall not be less than 1300 square feet. For the purpose of computing such floor area, garages and screened porches shall not be included in the square foot area contained therein. The method of obtaining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

ARTICLE XVI
Residential Sites

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided, however, that any site which changes the lots as originally platted:

(a) shall extend from the fronting street to an existing rear property line, and

(b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the subdivision, and

(c) shall not leave a substandard lot remaining.

No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Developer.

ARTICLE XVII
Easements

An easement is hereby reserved by the Developer for utilities and/or drainage purposes on all lots in the Subdivision as indicated by the Plat of said Subdivision. The Developer reserves the right to assign any and all easements shown on the Plat, or which are hereinafter created for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the Developer, or his assignee, at the expense of said owner.

ARTICLE XVIII
Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Developer. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the elevation

of the swales through which they are constructed.

ARTICLE XIX

The said lots hereinabove described shall not at any time be subdivided or sold, except as whole, but this restriction shall not prevent the Grantee, their heirs, legal representatives, successors or assigns, from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed provided, however, the frontage remaining is not less than any of the originally subdivided lots.

ARTICLE XX

Covenant for Maintenance Assessments

Section 1. Creation of the Lien. Each owner, except the Developer, of any lot in the subdivision by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, it is deemed to covenant and agree to pay to the Developer a maintenance fee or charge to be fixed, established and collected from time to time as hereinafter provided. The maintenance fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The maintenance fee levied by the Developer shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of MARTIN MEADOWS.

Section 3. Amount and payment of Maintenance Fees. Commencing January 1, 1981, and on the same day of each year thereafter, each owner shall pay to the Developer on or before such date, the amount of the assessment or assessments, as provided for hereinafter, against his property. The amount of the assessment shall be fixed by the Developer at least thirty (30) days in advance of said January 1st, on which date the assessment shall be due and payable. Said annual maintenance fee shall not exceed one mill per square foot, or \$30.00 per lot per year, whichever is the lesser. Written notice of the assessment shall thereupon be sent to every owner subject to the assessment. Such notice shall be deemed to have been given if it is deposited postage paid in the United States mails addressed to the name or names and address under which the property in question is listed on the records of the Developer or in the office of the Martin County Tax Assessor. Should the owner acquire title to a lot from the Developer after January 1st of any year, the amount of the assessment against that lot shall be pro-rated. Such pro-rated assessment shall be due and payable on the date on which owner acquires title.

Section 4. Certificate of Payment. The Developer shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of the Developer setting forth whether any assessments made against his lot or lots have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment. The Lien: Remedies of the Developer. If an assessment is not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall bear interest from the date of the delinquency at the rate of ten (10%) percent per annum and the Developer may place the assessment in the hands of an attorney for collection and the Developer may bring suit to foreclose the lien in the same manner

as mortgages. There shall be added to the amount of such delinquent assessment: interest on the assessment as above provided, reasonable attorney fees and costs incurred with respect to the enforcement of said lien.

ARTICLE XXI Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and/or the owners of lots in the Subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Developer and/or shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the subdivision, any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions, they shall remain in full force and effect.

ARTICLE XXII Additions to and Modification of Existing Covenants and Restrictions

The Developer may include in any contract or deed hereafter made any additional covenants and restrictions.

The Developer may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the Subdivision; provided, however, that any such additional covenants and restrictions for modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the Subdivision nor shall affect the rights and powers of any such mortgagee.

ARTICLE XXIII Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in the Subdivision; and they shall be and remain in full force for twenty five (25) years from the date of the sale of the first lot in the Subdivision or January 1, 1980, whichever date shall first occur. Said covenants and restrictions shall, upon the expiration of the twenty five (25) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in the Subdivision it is agreed to change them in whole or in part.

- 7 -

BOOK 504 PAGE 1438

ARTICLE XXIV
Developer Shall Assign

The Developer shall assign any and all of its rights, powers, obligations and privileges under this instrument to MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC. or any other corporation, association, or person.

Each Grantee shall become a member of MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC. with the recording of the deed.

ARTICLE XXV
Restrictions Uniform

The foregoing restrictions shall be applicable to all lots in the Subdivision.



CREATIVE ENVIRONMENT ENTERPRISES, INC.

By: R. L. Glancy
R. L. Glancy, President

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me, this 26th day of Sept., 1980, by R. L. GLANCY, the President of CREATIVE ENVIRONMENT ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

Sebastian J. J. J.
Notary Public

My Commission Expires: 11/28/81



BOOK 504 PAGE 1439

392982

AMENDMENT TO PROTECTIVE COVENANTS
FOR MARTIN MEADOWS, PHASE I

CREATIVE ENVIRONMENT ENTERPRISES, INC., a Florida corporation caused a certain document entitled Protective Covenants for Martin Meadows, Phase I, to be recorded in Official Records Book 504, Page 1432, Public Records of Martin County, Florida, covering MARTIN MEADOWS, PHASE I, according to the Plat thereof recorded in Plat Book 8, Page 39, Public Records of Martin County, Florida.

CREATIVE ENVIRONMENT ENTERPRISES, INC. reserved the right under those Protective Covenants to amend the said Protective Covenants to include additional lands under the Protective Covenants.

Pursuant to that reservation of authority, CREATIVE ENVIRONMENT ENTERPRISES, INC., amend the Protective Covenants as follows:

ARTICLE XVII
Easements

An easement is hereby reserved by the Developer for utilities and/or drainage purposes on all lots in the Subdivision as indicated by the Plat of said Subdivision. The Developer shall assign any and all easements shown on the Plat, or which are hereinafter created for installation of utilities or other uses deemed by it to be necessary for the service of said lands to Martin Meadows Homeowner's Association, Inc., and any wall, fence, paving, planting or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the Developer, or his assignee, at the expense of said owner.

ARTICLE XVIII
Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Developer. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the elevation of the swales through which they were constructed, provided, however, that any modification of the drainage system as permitted by the South Florida Water Management District must have had the prior written approval of District.

O.P. 508 PAGE 1987
BOOK

THIS INSTRUMENT PREPARED BY:
WILLIAM (DALE) ANDERSON
ATTORNEY AT LAW
P. O. BOX 288
STUART, FLA. 33494

- 1 -

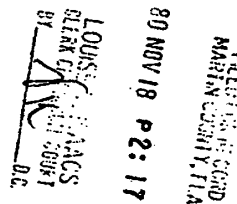
All other terms and restrictions of the Protective
Covenants are hereby ratified and incorporated by reference.

IN WITNESS WHEREOF, we have set our hands and seals
this 10 day of November, 1980.



CREATIVE ENVIRONMENT ENTERPRISES, INC.

By: Raymond L. Glancy
Raymond L. Glancy, President



STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this 10 day of November,
1980, before me personally appeared RAYMOND L. GLANCY, President
of CREATIVE ENVIRONMENT ENTERPRISES, INC., a corporation under
the laws of the State of Florida, to me known to be the ,
individual and officer described in and who executed the fore-
going instrument, and acknowledged its execution to be his
free act and deed as such duly authorized officer; and that
the official seal of the corporation is duly affixed and the
instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Stuart,
in the County of Martin, State of Florida, the day and year last
aforesaid.



Sandra M. Jackson
Notary Public
My Commission Expires: 11-28-81

BOOK 508 PAGE 1988

401355

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, CREATIVE ENVIRONMENT ENTERPRISES, INC. caused
a Declaration of Protective Covenants for MARTIN MEADOWS, PHASE
ONE, to be recorded in Official Records Book 504, Page 1432, and;

WHEREAS, CREATIVE ENVIRONMENT ENTERPRISES, INC. reserved
under Article XXII the right to modify and amend the existing
restrictions, it is therefore modified as follows concerning Lot 60,
of MARTIN MEADOWS, PHASE ONE, according to the plat thereof recorded
in Plat Book 8, Page 38, Public Records of Martin County, Florida:

The rear set back on Lot 60 is amended to be less than
twenty five (25) feet from the rear property line, but not less than
twenty (20) feet from said rear lot line.

All other conditions and covenants shall remain in full
force and effect as contained in the Declaration of Protective Covenants.

IN WITNESS WHEREOF, the party has set its hand and seal
this 10 day of February, 1981.

(CORPORATE SEAL)

CREATIVE ENVIRONMENT ENTERPRISES, INC.

By

Raymond L. Glancy, President

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10
day of February, 1981, by RAYMOND L. GLANCY, President of CREATIVE ENVIRON-
MENT ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

FILED IN BOOK
MARTIN COUNTY, FLA.
31 FEB 17 P2:20
LOUIS J. JACKS
CLERK OF COURT
BY

THIS INSTRUMENT
WILLIAM H. H. H.
ATTORNEY AT LAW
P.O. BOX 111
STUART, FLA.

Sandra M. Jackson
Notary Public

My commission expires: 11-28-81



EX 514 REC 2367

AMENDMENT TO PROTECTIVE COVENANTS

FOR

MARTIN MEADOWS, PHASE ONE

443921

CREATIVE ENVIRONMENT ENTERPRISES, INC., a Florida corporation, caused a certain document entitled Protective Covenants for MARTIN MEADOWS, PHASE ONE, to be recorded in Official Records Book 504, page 1432, Public Records of Martin County, Florida, covering MARTIN MEADOWS, PHASE ONE, according to the Plat thereof, as recorded in Plat Book 8, page 39, Public Records of Martin County, Florida.

CREATIVE ENVIRONMENT ENTERPRISES, INC. reserved the right under those Protective Covenants to amend the said Protective Covenants to include additional lands under the Protective Covenants.

Pursuant to that reservation of authority, CREATIVE ENVIRONMENT ENTERPRISES, INC. amends the legal description to include the following described parcel of real property under the Protective Covenants for MARTIN MEADOWS, PHASE ONE, as recorded in Official Records Book 504, page 1432, Public Records of Martin County, Florida.

MARTIN MEADOWS, PHASE TWO, according to the Plat thereof, as recorded in Plat Book 9, page 15, Public Records of Martin County, Florida.

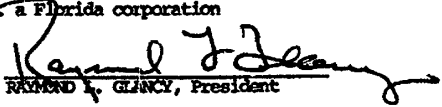
All other terms and restrictions of the Protective Covenants are hereby ratified and incorporated by reference.

IN WITNESS WHEREOF, we have hereunto set our hands and official seals, this 31st day of May, A. D., 1982.



CREATIVE ENVIRONMENT ENTERPRISES,
INC. a Florida corporation

By:


RAYMOND L. GLANCY, President

546PCE2438

STATE OF FLORIDA)

COUNTY OF MARTIN)

I HEREBY CERTIFY that before me personally appeared RAYMOND L. GLANCY, President of CREATIVE ENVIRONMENT ENTERPRISES, INC., a Florida corporation, to me known to be the individual and officer described in and who executed the foregoing instrument, and severally acknowledged its execution to be his free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Stuart, in the County and State last aforesaid, this 31st day of May, A. D., 1982.

Dale Anderson
Notary Public, State of Florida

My Commission Expires:

8/12/83



FILED
JUN 3 1982
P 2:31
CLERK OF DISTRICT COURT
MARTIN COUNTY, FLA.
LOUISE V. LAACS
BY *[Signature]*
D.C.

This Instrument Prepared By:
WILLIAM D. ANDERSON, JR., Esquire
ANDERSON & DUNCAY, P. A.
525 S. Camden Avenue
Post Office Box 288
Stuart, Florida 33495
Telephone: (305) 283-2411

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MARTIN MEADOWS HOME
OWNERS ASSOCIATION, INC.

AMENDED DECLARATION
OF PROTECTIVE COVENANTS

TO:

THE PUBLIC

AMENDED DECLARATION OF PROTECTIVE
COVENANTS COVERING ALL OF MARTIN MEADOWS

THIS AMENDED DECLARATION made this 28th day of March, 1986, by MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "Association".

W I T N E S S E T H :

WHEREAS, the Association consists of the owners of all the property in the subdivision as described in Article I of this Declaration; and

WHEREAS, the subdivision was developed for residential purposes; and

WHEREAS, the Association desires to provide for the preservation of the value and amenities of the subdivision, and, to this end, desires to subject the real property in the subdivision to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof;

NOW THEREFORE, the Association declares that each lot in the subdivision described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Property Subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the subdivision known as "MARTIN MEADOWS", as shown in the Public Records of Martin County, Florida.

ARTICLE II

Definitions

Section I. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., a Florida corporation, its successors and assigns.

(b) "Subdivision" shall mean and refer to the subdivision known as MARTIN MEADOWS as shown on the plat thereof recorded in Plat Book 8, Page 39, of the Public Records of Martin County, Florida.

(c) "Plat" shall mean and refer to the Plat of MARTIN MEADOWS, as recorded in Plat Book , Page , of the Public Records of Martin County, Florida.

675 PAGE 2338

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the subdivision, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC." shall mean a BOARD elected by the members of the Association. They shall be subject to re-election by the members of the Association in January of each calendar year. Vacancies may be filled by the Board until the next general election.

(f) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

(g) "Lot" shall mean and refer to any numbered parcel of land shown on any recorded Subdivision map of the Properties with the exception of the Common Area.

(h) "Common Lands" those parcels which are owned jointly by all owners within the development.

ARTICLE III

Conveyances Made by the Developer CREATIVE ENVIRONMENT ENTERPRISES, INC.

Whether or not provision therefore is specifically stated in any conveyance made by the Developer of a lot in the Subdivision, the owner or occupant of each such lot, by the acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Declaration of Protective Covenants.

ARTICLE IV

Use Restriction

Except as hereinafter provided, each lot in the Subdivision is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence otherwise no portable or temporary buildings or construction trailers may be placed on a lot. Only one single-family residence, one private garage, and one guest house not to exceed forty (40%) percent of the area of the main dwelling, exclusive of attached garages, patios and porches, shall be erected on any one of the residence lots hereinabove described. Nothing herein, however, shall prohibit the construction or erection of servant's quarter in connection with the garage on said lot. It is expressly understood that such servant's quarters shall not be used for rental purposes by the owner or lessee of said premises. If servant's quarters or garage be constructed prior to the main residence or dwelling, the same shall not be occupied by servants or others for living purposes until work is actually within six (6) months from such occupancy. No occupancy shall be permitted in unfinished homes. All structures shall be completed within one (1) year of the building permit being issued, and the lot(s) shall be completely landscaped and sodded, except that the planned natural areas of palm-trees, pine and other natural growth may remain. The exception to this provision that lots be completely landscaped and sodded within one year of the building permit being issued, that is, that the planned natural areas are not required to be removed when such areas are a part of a landscape plan, shall not be construed to permit the growth of weeds and brush or to permit the total lack of landscaping or sodding under the assertion that same is a planned natural area. Such planned natural areas are to be small areas not comprising or encompassing substantial portions of any lot. In the event the property is rented or leased the owner shall be held responsible for the actions of their tenants' compliance to these covenants.

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ARTICLE V

Setback Restrictions

Section 1. Setback Lines. Subject to the exceptions herein-after mentioned, no building or any part thereof may project beyond the following set back lines:

35 feet from front property lines
10 feet from side property lines
25 feet from rear property lines

Section 2. Measurements. Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines.

Section 3. Exceptions to Setback Restrictions with BOARD approval. Terraces, walls, fences, lot platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of the adjoining or facing property, with the written approval of the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC. Where construction is within easement areas, the approval must also be obtained of any private or public utility which has its facilities in the easements, or whose facilities would be affected by the construction.

Section 4. Variances. Any variance as to setback lines granted by the authority designated to do so under the zoning code applicable to the Subdivision will operate as a variance under these restrictions.

ARTICLE VI

Building and Landscaping Plans

Section 1. In General. For the purpose of insuring the development of the lands in the Subdivision as a residential area of high standards, the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot.

Section 2. Approval of Plans. Whether or not provisions therefor are specifically stated in any conveyance of a lot made by the Developer, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure, landscaping or other improvements shall be placed upon the premises except in accordance with the plans and specifications and plot plan so approved. Refusal of approval of said plans and specification by the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., shall be deemed final. No alteration in the exterior appearance of the buildings or structures nor any changes in the color thereof shall be made with like approval. The MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC. shall have the power by filing among the public records of Martin County, Florida, an appropriate instrument signed by the ASSOCIATION consenting to the deletion or modifications of any covenant or restriction in this Declaration with respect to any lot in the Subdivision if such deletion or modification is, in the full discretion of the ASSOCIATION in the best interest of the Subdivision.

ARTICLE VII

Trash Nuisance

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No unsightly growth shall be permitted to grow or remain upon any lot in the Subdivision, and no refuse pile or unsightly objects, other than on lots under development by the owner, shall be allowed or be placed or permitted to remain anywhere thereon, and in the event that the owner or occupant of any lot shall fail or refuse to keep said lot

free of refuse piles or other unsightly growths or objects, then the Home Owners Association may enter upon said lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass.

ARTICLE VIII

Offensive Activities

No activity of an offensive, noxious, dangerous or noisy nature shall be carried on or permitted upon any lot in the Subdivision excepting only such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder.

ARTICLE IX

Display of Signs

Not more than one (1) sign of any nature, including "for rent" or "for sale" signs, may be displayed on any lot in the Subdivision. Such sign shall not exceed 900 square inches in outside dimensions.

ARTICLE X

Oil and Gas Wells

No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon any lot in the Subdivision nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

ARTICLE XI

Livestock and Poultry

No animals, livestock, poultry, or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become any annoyance or nuisance to the neighborhood.

ARTICLE XII

Sight Distance at Intersections

No object, including without limitation thereto, a fence, wall, hedge, or plantings, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the area adjacent to where a driveway intersects a street or where streets intersect. The restriction is intended to apply so that all traffic may move safely upon the streets and in and out of driveways in the Subdivision without any sight obstruction hindering and/or making such movement dangerous.

ARTICLE XIII

Prohibited Parking

BOOK 675 PAGE 2341

No house trailers, recreational vehicles, boats, commercial trucks or other commercial vehicles shall be parked on any lot in the Subdivision excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Subdivision, unless screened or under cover from view. Parking on lawns or street shoulders is prohibited. Commercial trucks or vehicles shall be defined as those vehicles exceeding twenty (20') feet in length or having a rating exceeding one ton and displaying commercial identification.

ARTICLE XIV

Placement of Auxiliary Equipment

Garbage cans, clothes lines, air conditioners, pool heaters, satellite dishes and antennas, or other auxiliary equipment shall be so designated and located as not to constitute a nuisance to the neighbors.

ARTICLE XV

Minimum Size of Residence

The floor areas of any residence erected in this subdivision shall not be less than 1300 square feet. For the purpose of computing such floor area, garages and screened porches shall not be included in the square foot area contained therein. The method of obtaining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

ARTICLE XVI

Residential Sites

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided, however, that any site which changes the lots as originally platted:

(a) shall extend from the fronting street to an existing rear property line, and

(b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the subdivision, and

(c) shall not leave a substandard lot remaining.

No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Association.

ARTICLE XVII

Easements

An easement is hereby reserved by the Association for utilities and/or drainage purposes on all lots in the Subdivision as indicated by the Plat of said Subdivision, and further reserves the right to assign any and all easements shown on the Plat, or which are hereinafter created for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the Association at the expense of said owner.

ARTICLE XVIII

Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Association. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the elevation of the swales through which they are constructed.

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ARTICLE XIX

The said lots hereinabove described shall not at any time be subdivided or sold, except as whole, but this restriction shall not prevent the Grantee, their heirs, legal representatives, successors or assigns, from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed provided, however, the frontage remaining is not less than any of the originally subdivided lots.

ARTICLE XX

Covenant for Maintenance Assessments

Section 1. Creation of the Lien. Each owner of any lot in the Subdivision by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, it is deemed to covenant and agree to pay to the Association a maintenance fee or charge to be fixed, established and collected from time to time as hereinafter provided. The maintenance fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The maintenance fee levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of MARTIN MEADOWS.

Section 3. Amount and payment of Maintenance Fees. Each homeowner will pay to the Association the amount of maintenance fee and special assessments as provided for hereinafter against his property.

The annual maintenance fee per each lot shall be set by the Board, to be payable on the 1st day of March of each calendar year.

The amount of special assessments shall be fixed by the Association, and thirty (30) days advance notice shall be sent to each home owner of the date the assessment shall be due. Such notice shall be written and deemed to have been given if it is deposited postage paid in the United States mail addressed to the name or names and address under which the property in question is listed on the records of the Association or in the office of the Martin County Tax Assessor. Should an owner acquire title to a lot from a homeowner after January 1st of any year, the amount of the assessment against that lot shall be pro-rated. Such pro-rated assessment shall be due and payable on the date on which owner acquires title.

Section 4. Certificate of Payment. The Association shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of Association setting forth whether any assessments made against his lot or lots have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment. The Lien: Remedies of the Association. If an assessment is not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall bear interest from the date of the delinquency at the rate of ten (10%) percent per annum and the Association may place the assessment in the hands of an attorney for collection and the Association may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment: interest on the assessment as above provided, reasonable attorney fees and costs incurred with respect to the enforcement of said lien.

675 PAGE 2343

ARTICLE XXI

Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association and/or the owners of lots in the Subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Association and/or lot owners shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built on any lot in the subdivision, a structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions, they shall remain in full force and effect.

ARTICLE XXII

Additions to and Modification of Existing Covenants and Restrictions

The Association may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the Subdivision; provided, however, that any such additional covenants and restrictions for modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the Subdivision nor shall affect the rights and powers of any such mortgagee.

ARTICLE XXIII

Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in the Subdivision; and they shall be and remain in full force for twenty five (25) years from the date of the sale of the first lot in the Subdivision or January 1, 1980, whichever date shall first occur. Said covenants and restrictions shall, upon the expiration of the twenty five (25) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in the Subdivision it is agreed to change them in whole or in part.

ARTICLE XXIV

Restrictions Uniform

The foregoing restrictions shall be applicable to all lots in the Subdivision.

BOOK 675 PAGE 2344

MARTIN MEADOWS HOME OWNERS
ASSOCIATION, INC.

By:

President

Vice President

Secretary

Treasurer

Director

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me, a Notary
Public in and for said county and state this 22nd day of
March, 1986, by Debra H. Pierce, William R. Glen,
Andrew R. Thompson, Peter R. Anania and David Heaton,
officers and directors of Martin Meadows Home Owners Association, Inc.,
a Florida corporation, on behalf of the corporation.

Notary Public

(Notary Seal)

My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 15, 1987
Notary Public, State of Florida

675 PAGE 2345

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MARTIN MEADOWS HOME
OWNERS ASSOCIATION, INC.

AMENDED DECLARATION
OF PROTECTIVE COVENANTS

RECORD YEAR
TO: 891819

THE PUBLIC

AMENDED DECLARATION OF PROTECTIVE
COVENANTS COVERING ALL OF MARTIN MEADOWS

THIS AMENDED DECLARATION made this 25th day of June,
1991, by MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., a Florida
corporation, hereinafter referred to as the "Association".

W I T N E S S E T H :

WHEREAS, the Association consists of the owners of all the
property in the subdivision as described in Article I of this
Declaration; and

WHEREAS, the subdivision was developed for residential
purposes; and

WHEREAS, the Association desires to provide for the
preservation of the value and amenities of the subdivision, and,
to this end, desires to subject the real property in the
subdivision to the covenants, restrictions, easements, charges
and liens, hereinafter set forth, each and all of which is and
are for the benefit of the said property and each owner thereof;

NOW THEREFORE, the Association declares that each lot in the
subdivision described in Article I is and shall be held,
transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements and liens (sometimes
hereinafter referred to as "covenants and restrictions")
hereinafter set forth.

ARTICLE I

Property subject to this Declaration

The real property which is, and shall be held, transferred,
sold, conveyed and occupied subject to this Declaration is
located in the subdivision known as "MARTIN MEADOWS", as shown in
the Public Records of Martin County, Florida.

Page 1 of 12 Pages

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ARTICLE II

Definitions

Section I. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., a Florida corporation, its successors and assigns.
- (b) "Subdivision" shall mean and refer to the subdivision known as MARTIN MEADOWS as shown on the plat thereof recorded in Plat Book 8, Page 39, of the Public Records of Martin County, Florida.
- (c) "Plat" shall mean and refer to the Plat of MARTIN MEADOWS, as recorded in Plat Book , Page , of the Public Records of Martin County, Florida.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the subdivision, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (e) "MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC." shall mean a BOARD elected by the members of the Association. They shall be subject to re-election by the members of the Association in January of each calendar year. Vacancies may be filled by the Board until the next general election.
- (f) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- (g) "Lot" shall mean and refer to any numbered parcel of land shown on any recorded Subdivision map of the Properties with the exception of the Common Area.
- (h) "Common Lands" those parcels which are owned jointly by all owners within the development.

Page 2 of 12 Pages

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ARTICLE III

Conveyances Made by the Developer CREATIVE ENVIRONMENT ENTERPRISES, INC.

Whether or not provision therefore is specifically stated in any conveyance made by the Developer of a lot in the Subdivision, the owner or occupant of each such lot, by the acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of the Declaration of Protective Covenants.

ARTICLE IV

Use Restriction

Except as hereinafter provided, each lot in the Subdivision is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence otherwise no portable or temporary buildings or construction trailers may be placed on a lot. Only one single-family residence, one private garage, and one guest house, not to exceed forty (40%) percent of the area of the main dwelling, exclusive of attached garages, patios and porches, shall be erected on any one of the residence lots hereinabove described. Nothing herein, however, shall prohibit the construction or erection of servant's quarter in connection with the garage on said lot. It is expressly understood that such servant's quarters shall not be used for rental purposes by the owner or lessee of said premises. If servant's quarters or garage be constructed prior to the main residence or dwelling, the same shall not be occupied by servants or others for living purposes until work is actually within six (6) months from such occupancy. No occupancy shall be permitted in unfinished homes. All structures shall be completed within one (1) year of the building permit being issued, and the lot(s) shall be completely landscaped and sodded, except that the planned natural areas of palmettos, pine and other natural growth may remain. The exception to this provision that lots be completely landscaped and sodded within one year of the building permit being issued, that is, that the planned natural areas are not required to be removed when such areas are a part of a landscape plan, shall not be construed to permit the growth of weeds and brush or to permit the total lack of landscaping or sodding under the assertion that same is a planned natural area. Such planned natural areas are to be small areas not comprising or encompassing substantial portions of any lot. In the event the property is rented or

Page 3 of 12 Pages

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leased the owner shall be held responsible for the actions of their tenants' compliance to these covenants.

ARTICLE V

Setback Restrictions

Section 1. Setback Lines. Subject to the exceptions hereinafter after mentioned, no building or any part thereof may project beyond the following set back lines:

35 feet from front property lines
10 feet from side property lines
25 feet from rear property lines

Section 2. Measurements. Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines.

Section 3. Exceptions to Setback Restrictions with BOARD approval. Terraces, walls, fences, lot platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of the adjoining or facing property, with the written approval of the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC. Where construction is within easement areas, the approval must also be obtained of any private or public utility which as its facilities in the easements, or whose facilities would be affected by the construction.

Section 4. Variances. Any variance as to setback lines granted by the authority designated to do so under the zoning code applicable to the Subdivision will operate as a variance under these restrictions.

ARTICLE VI

Building and Landscaping Plans

Section 1. In General. For the purpose of insuring the development of the lands in the Subdivision as a residential area of high standards, the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot.

Section 2. Approval of Plan. Whether or not provisions therefor are specifically stated in any conveyance of a lot made by the Developer, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof,

Page 4 of 12 Pages

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covenants and agrees that no building, wall, structure, landscaping or other improvements such as fences, pools, spas, or sheds, shall be placed upon the premises except in accordance with the plans and specifications and plot plan so approved. Refusal of approval of said plans and specification by the MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., shall be deemed final. No alteration in the exterior appearance of the buildings or structures nor any changes in the color thereof shall be made with like approval. With like approval all alterations will be completed within one (1) year. The MARTIN MEADOWS HOME OWNERS ASSOCIATION, INC., shall have the power by filing among the public records of Martin County, Florida, an appropriate instrument signed by the ASSOCIATION consenting the deletion or modifications of any covenant or restriction in this Declaration with respect to any lot in the Subdivision if such deletion or modification is, in the full discretion of the ASSOCIATION in the best interest of the Subdivision.

ARTICLE VII

Trash Nuisance

No unsightly growth shall be permitted to grow or remain upon any lot in the Subdivision, and no refuse pile or unsightly objects, other than on lots under development by the owner, shall be allowed or be placed or permitted to remain anywhere thereon, and in the event that the owner or occupant of any lot shall fail or refuse to keep said lot free of refuse piles or other unsightly growths or objects, then the Home Owners Association may enter upon said lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass.

ARTICLE VIII

Offensive Activities

No activity of an offensive, noxious, dangerous or noisy nature shall be carried on or permitted upon any lot in the Subdivision excepting only such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder.

ARTICLE IX

Display of Signs

Not more than one (1) sign of any nature, including "for rent" or "for sale" signs, may be displayed on any lot in the Subdivision. Such sign shall not exceed 900 square inches in outside dimensions.

Page 5 of 12 Pages

OR BK0 913 PGO 677

**ARTICLE X
Oil and Gas Wells**

No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon any lot in the Subdivision nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

**ARTICLE XI
Livestock and Poultry**

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become any annoyance or nuisance to the neighborhood.

**ARTICLE XII
Sight Distance at Intersections**

No object, including without limitation thereto, a fence, wall, hedge, or plantings, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the area adjacent to where a driveway intersects a street or where streets intersect. The restriction is intended to apply so that all traffic may move safely upon the streets and in and out of driveways in the Subdivision without any sight obstruction hindering and/or making such movement dangerous.

**ARTICLE XIII
Prohibited Parking**

No house trailers, recreational vehicles, boats, commercial trucks or other commercial vehicles shall be parked on any lot in the Subdivision excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Subdivision, unless screened or under cover from view. Parking on lawns or street shoulders is prohibited. Commercial trucks or vehicles shall be defined as those vehicles exceeding twenty (20') feet in length or having a rating exceeding one ton and displaying commercial identification.

Page 6 of 12 Pages

ORRKO 913 PG0678

ARTICLE XIV

Placement of Auxiliary Equipment

Garbage cans, clothes lines, air conditioners, pool heaters, satellite dishes and antennas, or other auxiliary equipment shall be so designated and located as not to constitute a nuisance to the neighbors.

ARTICLE XV

Minimum Size of Residence

The floor areas of any residence erected in this subdivision shall not be less than 1300 square feet. For the purpose of computing such floor area, garages and screened porches shall not be included in the square foot area contained therein. The method of obtaining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

ARTICLE XVI

Residential Sites

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for residence, provided however, that any site which changes the lots as originally platted:

- (a) shall extend from the fronting street to an existing rear property line, and
- (b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the subdivision, and
- (c) shall not leave a substandard lot remaining.

No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Association.

ARTICLE XVII

Easements

An easement is hereby reserved by the Association for utilities and/or drainage purposes on all lots in the Subdivision as indicated by the Plat of said Subdivision, and further

Page 7 of 12 Pages

ORNO 913 P60679

reserves the right to assign any and all easements shown on the Plat, or which are herein after created for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the Association at the expense of said owner.

ARTICLE XVIII

Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Association. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the elevation of the swales through which they are constructed.

ARTICLE XIX

The said lots hereinabove described shall not at any time be subdivided or sold, except as whole, but this restriction shall not prevent the Grantee, their heirs, legal representatives, successors or assigns, from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed provided, however, the frontage remaining is not less than any of the originally subdivided lots.

ARTICLE XX

Covenant for Maintenance Assessments

Section 1. Creation of the Lien. Each owner of any lot in the Subdivision by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, it is deemed to covenant and agree to pay to the Association a maintenance fee or charge to be fixed, established and collected from time to time as hereinafter provided. The maintenance fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The maintenance fee levied by the Association shall be used exclusively for the

Page 8 of 12 Pages

DRBKO 913 PG0680

purpose of promoting the health, safety and welfare of the residents of MARTIN MEADOWS.

Section 3. Amount and payment of Maintenance Fees. Each homeowner will pay to the Association the amount of maintenance fee and special assessments as provided for hereinafter against his property.

The annual maintenance fee per each lot shall be set by the Board, to be payable on the 1st day of March of each calendar year.

The amount of special assessments shall be fixed by the Association, and thirty (30) days advance notice shall be sent to each homeowner of the date the assessment shall be due. Such notice shall be written and deemed to have been given if it is deposited postage paid in the United States mail addressed to the name or names and address under which the property in question is listed on the records of the Association or in the office of the Martin County Tax Assessor. Should an owner acquire title to a lot from a homeowner after January 1st of any year, the amount of the assessment against that lot shall be pro-rated. Such pro-rated assessment shall be due and payable on the date on which owner acquires title.

Section 4. Certificate of Payment. The Association shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth whether any assessments made against his lot or lots have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment. The Lien: Remedies of the Association. If an assessment is not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum or ten dollars (\$10.00) per month whichever is greater, and the Association may place the assessment in the hands of an attorney for collection and the Association may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment: interest on the assessment as above provided, reasonable attorney fees and costs incurred with respect to the enforcement of said lien.

Section 6. When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling or chargeable to the former homeowner of such parcel

Page 9 of 12 Pages

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which became due prior to acquisition of title as a result of the foreclosure until said dwelling is either sold or leased by the first mortgage holders.

ARTICLE XXI

Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association and/or the owners of lots in the Subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Association and/or lot owners shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built on any lot in the subdivision, a structure which is in violation of these covenants and restrictions, or written complaint from an owner concerning the violation of any article, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar of affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions, they shall remain in full force and effect.

ARTICLE XXII

Additions to and Modifications of Existing Covenants and Restrictions

The Association may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the Subdivision; provided, however, that any such additional covenants and restrictions for modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the Subdivision nor shall affect the rights and powers of any such mortgagee.

Page 10 of 12 Pages

ORBXO 913 P60682

ARTICLE XXIII
Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in the Subdivision; and they shall be and remain in full force for twenty five (25) years from the date of the sale of the first lot in the Subdivision or January 1, 1980, whichever date shall first occur. Said covenants and restrictions shall, upon the expiration of the twenty five (25) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in the Subdivision it is agreed to change them in whole or in part.

ARTICLE XXIV
Restrictions Uniform

The foregoing restrictions shall be applicable to all lots in the Subdivision.

MARTIN MEADOWS HOME OWNERS
ASSOCIATION, INC.

By: [Signature]
President

(Corporate Seal)

[Signature]
Vice President

Kathleen M. Doyle
Secretary

Robert H. Fike
Treasurer

[Signature]
Director

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state this 25th day

Page 11 of 12 Pages

DRBXO 913 P60683

of June, 1991, by WILLIAM R. GLEN, DAVID L. HEATON, KATHLEEN M. DOYLE, ROBERT J. ZIKE, and MICHAEL J. GEHRON, officers and directors of Martin Meadows Home Owners Association, Inc., a Florida corporation, on behalf of the corporation.



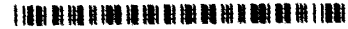
William R. Glen
Notary Public
My Commission expires:

Notary Public, State of Florida
My Commission Expires Apr. 21, 1996

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Page 12 of 12 Pages

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DECLARATION RATIFYING AND CONFIRMING
AMENDED DECLARATION OF
PROTECTIVE COVENANTS COVERING ALL OF
MARTIN MEADOWS

This Declaration Ratifying and Confirming the Amended Declaration of Protective Covenants covering all of Martin Meadows is made by a majority of the lot owners in Martin Meadows and by Martin Meadows Homeowners Association, Inc., a Florida corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Association consists of the owners of all the property in the subdivision known as "Martin Meadows" located in Martin County, Florida; and more particularly described as follows:

Martin Meadows Phase I, as recorded in Plat Book 8, Page
39 of the Public Records of Martin County, Florida

and

Martin Meadows Phase Two, as recorded in Plat Book 9,
Page 15, Public Records of Martin County, Florida.

WHEREAS, the Declaration of Protective Covenants covering all of Martin Meadows was originally recorded in the Public Records of Martin County, Florida at Official Records Book 504 at Page 1432, et. seq. and was amended at OR Book 508, Page 1987, OR Book 514, Page 2367, OR Book 546, Page 2438, OR Book 675, Page 2338 and OR Book 913, Page 673; and

WHEREAS, a majority of the lot owners in Martin Meadows and the Association wish to ratify and confirm the Amended Declaration of Protective Covenants covering all of Martin Meadows as recorded in Official Records Book 913 at Page 673, et. seq.

NOW THEREFORE, a majority of the owners of the lots in Martin Meadows and the Association hereby ratify and confirm the Amended Declaration of Protective Covenants covering all of Martin Meadows dated June 25, 1991, and recorded in the Official Records Book 913 at Page 673. et. seq., Public Records of Martin County, Florida.

The Association, by its duly authorized officers, hereby certify that the above Declaration Ratifying and Confirming the Amended Declaration of Protective Covenants covering all of Martin Meadows was duly and regularly adopted and passed by a majority of lot owners within Martin Meadows at a duly convened meeting of the membership held on November 18, 2004.

INSTR # 1798303 OR BK 01962 PG 2115 RECD 12/10/2004 08:49:40 AM
MARSHA EMMING MARTIN COUNTY DEPUTY CLERK L WOOD

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 December 2004.

WITNESSES:

MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Printed Name: KATIE KAPRAL

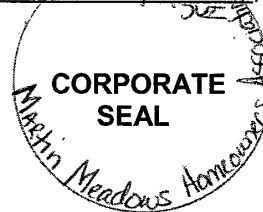
By: [Signature]
Max E. Gallegos, President

Cathrine A. Treanor
Printed Name: CATHRINE A. TREANOR

By: [Signature]
JOAN E. HICKS, Secretary

Katie Kapral
Printed Name: KATIE KAPRAL

Cathrine A. Treanor
Printed Name: CATHRINE A. TREANOR



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on December 2, 2004, by Max Gallegos, as President of Martin Meadows Homeowners Association, Inc. [☒] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

 Lisa A. Dibble
MY COMMISSION # DD046488 EXPIRES
July 31, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public
Printed Name: Lisa A. Dibble
Commission Expires: 7-31-05

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on December 2, 2004, by Joan E. Hicks, as Secretary of Martin Meadows Homeowners Association, Inc. [☒] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

 Lisa A. Dibble
MY COMMISSION # DD046488 EXPIRES
July 31, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public
Printed Name: Lisa A. Dibble
Commission Expires: 7-31-05

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


INSTR # 1919194
OR BK 02123 PG 2286
Pgs 2286 - 2297; (14pgs)
RECORDED 03/21/2006 02:13:22 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Wood

AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS COVERING ALL OF MARTIN MEADOWS

THE PURPOSE OF THIS AMENDED AND RESTATED DECLARATION made this 11th day of MARCH, 2006, by MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "Association", is to continue the purposes of the Declaration originally recorded in the Public Records of Martin County, Florida at Official Records Book 504, Page 1432, et. seq. and amended at Official Records Book 508, Page 1987, et. seq., OR Book 514, Page 2367, et. seq., OR Book 546, Page 2438, et. seq., OR Book 675, Page 2338, et. seq., OR Book 913, Page 673, et seq., and OR Book 1962, Page 2115, et. seq.

All provisions of this Amended and Restated Declaration of Protective Covenants and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, the Association consists of the owners of all the property in the subdivision as described in Article I of this Declaration; and

WHEREAS, the subdivision was developed for residential purposes; and

WHEREAS, the Association desires to provide for the preservation of the value and amenities of the subdivision, and, to this end, desires to subject the real property in the subdivision to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof;

NOW THEREFORE, the Association declares that each lot in the subdivision described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Property subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the subdivision known as "MARTIN MEADOWS", as shown in the Public Records of Martin County, Florida, and more particularly described as follows:

Martin Meadows Phase I, as recorded in Plat Book 8, Page 39 of the Public Records of Martin County, Florida.

Martin Meadows Phase II, as recorded in Plat Book 9, Page 15 of the Public Records of Martin County, Florida.

ARTICLE II

Definitions

Section I. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

(b) "Subdivision" shall mean and refer to the subdivision known as MARTIN MEADOWS as shown on the plats thereof recorded in Plat Book 8, Page 39, and Plat Book 9, Page 15, of the Public Records of Martin County, Florida.

(c) "Plat" or "Plats" shall mean and refer to the Plats of MARTIN MEADOWS, as recorded in Plat Book 8, Page 39, and Plat Book 9, Page 15 of the Public Records of Martin County, Florida.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the subdivision, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may

hereinafter be brought within the jurisdiction of the Association.

(f) "Lot" shall mean and refer to any numbered parcel of land shown on the Plats of the Properties with the exception of the Common Area.

(g) "Common Lands" those parcels which are owned and/or dedicated to the Association on the Plats.

(h) "Board or Board of Directors" shall mean and refer to the Board of Directors of the Association.

(i) "Approval" or "Denial" shall mean written correspondence indicating acceptance or refusal by the Board of Directors, along with at least three Board members signatures as proof.

ARTICLE III

Conveyances Made by the Developer CREATIVE ENVIROMENT ENTERPRISES, INC.

Whether or not provision therefore is specifically stated in any conveyance made by the Developer or owner of a lot in the Subdivision, the owner or occupant of each such lot, by the acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Declaration of Protective Covenants.

ARTICLE IV

Use Restrictions

Section 1. Residential Lots. Except as hereinafter provided, each lot in the Subdivision is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence otherwise no portable or temporary buildings or construction trailers may be placed on a lot. Only one single-family residence, one private garage, and one guest house not to exceed forty (40%) percent of the area of the main dwelling, exclusive of attached garages, patios and porches, shall be erected on any one of the residence lots hereinabove described. Nothing herein, however, shall prohibit the construction or erection of servant's quarters in connection with the garage on said lot. It is expressly understood that such servant's quarters and guest houses shall not be used for rental purposes by

the owner or lessee of said premises. If servant's quarters, guest houses or garages are constructed prior to the main residence or dwelling, the same shall not be occupied by servants or others for living purposes until the main dwelling is actually within six (6) months from such occupancy. No occupancy shall be permitted in unfinished homes. All structures shall be completed within one (1) year of the building permit being issued, and the lot(s) shall be completely landscaped and sodded, except that the planned natural areas of palmettos, pine and other natural growth may remain. Such planned natural areas are to be small areas not comprising or encompassing substantial portions of any lot. In the event the property is rented or leased the owner shall be held responsible for the actions of their tenants' compliance to these covenants.

Section 2. Common Lands. Those parcels designated as common lands are restricted to be used by all homeowners for purposes similar to parks in general. Parcels are limited to foot or bicycle traffic, with the exception of emergency vehicles and/or maintenance equipment of Board approved Maintenance Companies. Common lands are to be maintained by the Martin Meadows Homeowners Association, Inc., as to mowing and general landscape maintenance, keeping said areas as natural as possible. No improvements to said lands will be allowed unless approved by the majority of homeowners, and in accordance with County land designations and/or regulations. All activities damaging to these areas is strictly prohibited. If any homeowner, guest, invitee and/or family member of said homeowner is found damaging common lands the Board reserves the right to request, in writing, reimbursement of all reasonable costs to correct land to its natural state.

ARTICLE V

Setback Restrictions

Section 1. Setback Lines. Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond the following set back lines:

- 35 feet from front property lines
- 10 feet from side property lines
- 25 feet from rear property lines

Section 2. Measurements. Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines.

Section 3. Exceptions to Setback Restrictions with BOARD approval. Terraces, walls, fences, lot platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of the adjoining or facing property, with the written approval of the MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC. Where construction is within easement areas, the approval must also be obtained of any private or public utility which has its facilities in the easements, or whose facilities would be affected by the construction.

Section 4. Variances. Any variance as to setback lines granted by the authority designated to do so under the zoning code applicable to the Subdivision will operate as a variance under these restrictions.

ARTICLE VI

Building and Landscaping Plans

Section 1. In General. For the purpose of insuring the development of the lands in the Subdivision as a residential area of high standards, the MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot and to ensure that any such improvements are in harmony with the subdivisions aesthetic design and standards.

Section 2. Board approval of Plan. Whether or not provisions therefore are specifically stated in any conveyance of a lot made by the Developer or other owner, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure, landscaping or other improvements including, but not limited to, dwellings, garages, guest houses, fences, pools, spas, or sheds, shall be placed upon the premises except in accordance with the plans and specifications and plot plan so approved. Denial of said plans and specification by the MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., shall be deemed final. No alteration in the exterior appearance of the buildings or structures nor any changes in the color thereof shall be made without like approval. With approval, all alterations will be completed within one (1) year except that alterations necessary to correct a covenant violation must be completed within sixty (60) days. Improvements made without written approval will be subject to written notification requesting said plans and specifications to be submitted for review, and approval, as herein described. If said improvements are denied, improvements are to be

removed at owner's expense.

Section 3. General Materials. The Board must approve the type, color, and style of any and all materials, and said materials shall be in harmony with the existing aesthetic design and standards of the subdivision. All materials are to be installed according to manufacturer specifications and in accordance with local building codes & regulations if applicable.

Section 4. Shingle Roofing. The Board must approve the type, color, and style of all Shingle roof covering materials.

Section 5. Metal Roofing. The Board must approve the type, color, and style of all Metal roof covering materials.

Section 6. Sheds. The Board must approve the type, color, size, style and location of all sheds erected on any lot. All approved sheds are to be painted to match the color of the main residence.

ARTICLE VII

Trash and Lot Maintenance

No unsightly growth shall be permitted to grow or remain upon any lot in the Subdivision, and no refuse pile or unsightly objects, other than on lots under development by the owner, shall be allowed or be placed or permitted to remain anywhere thereon, for no longer than the duration of said development.

All miscellaneous items such as, but not limited to, garbage cans, recycle bins, bicycles, and grills are to be stored away from sight, as long as such storage does not become a nuisance or hazard.

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot which shall tend to substantially decrease the aesthetic and financial value of the Subdivision as a whole or the specific Lot.

ARTICLE VIII

Offensive Activities

No activity of an offensive, noxious, dangerous or noisy nature shall be carried on or permitted upon any lot in the Subdivision excepting only such activity made necessary by the construction or

reconstruction of a residence or other improvements permitted hereunder.

ARTICLE IX

Display of Signs

Not more than one (1) sign of any nature, including "for rent" or "for sale" signs, may be displayed on any lot in the Subdivision. Such sign shall not exceed 900 square inches in outside dimensions.

ARTICLE X

Oil and Gas Wells

No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon any lot in the Subdivision nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

ARTICLE XI

Livestock and Poultry

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become any annoyance or nuisance to the neighborhood.

ARTICLE XII

Sight Distance at Intersections

No object, including without limitation thereto, a fence, wall, hedge, or plantings, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the area adjacent to where a driveway intersects a street or where streets intersect. The restriction is intended to apply so that all traffic may move safely upon the streets and in and out of driveways in the Subdivision without any sight obstruction hindering and/or making such movement dangerous.

ARTICLE XIII

Prohibited Parking

No house trailers, recreational vehicles, boats, commercial trucks or other commercial vehicles shall be parked on any lot in the Subdivision excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Subdivision, unless screened or under cover from view. Said screening or cover will be subject to the restrictions set forth in Article VI, hereinabove described. All vehicles herein described must be adequately hidden subject to Board discretion and approval. Custom covers and or tarps do not qualify as adequate screening. Parking on lawns or street shoulders is prohibited. Commercial trucks or vehicles shall be defined as those vehicles having a rating exceeding one ton or displaying commercial identification. Long term storage of any vehicles herein described or any motorized vehicles is prohibited. Long term storage is defined as vehicles that are not moved, used periodically or are placed on a lot that prohibits their use.

ARTICLE XIV

Placement of Auxiliary Equipment

Garbage cans, clothes lines, air conditioners, pool heaters, satellite dishes and antennas, or other auxiliary equipment shall be so designated and located as not to constitute a visual nuisance to the neighbors. Except as prohibited by the Federal Communication Commission, all fixed auxiliary equipment will be subject to the restrictions set forth in Article VI, hereinabove described.

ARTICLE XV

Minimum Size of Residence

The floor areas of any residence erected in this Subdivision shall not be less than 1300 square feet. For the purpose of computing such floor area, garages and screened porches shall not be included in the square foot area contained therein. The method of obtaining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

ARTICLE XVI

Residential Sites

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for residence, provided however, that any site which changes the lots as originally platted:

(a) shall extend from the fronting street to an existing rear property line, and

(b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the subdivision, and

(c) shall not leave a substandard lot remaining.

No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Association.

ARTICLE XVII

Easements

An easement is hereby reserved by the Association for utilities and/or drainage purposes on all lots in the Subdivision as indicated by the Plat of said Subdivision, and further reserves the right to assign any and all easements shown on the Plat, or which are herein after created for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the Association at the expense of said owner.

ARTICLE XVIII

Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Association. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the

elevation of the swales through which they are constructed.

ARTICLE XIX

Lot Subdivide Restrictions

The said lots hereinabove described shall not at any time be subdivided or sold, except as whole, but this restriction shall not prevent the Grantee, their heirs, legal representatives, successors or assigns, from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed provided, however, the frontage remaining is not less than any of the originally subdivided lots.

ARTICLE XX

Covenant for Maintenance Assessments

Section 1. Creation of the Lien. Each owner of any lot in the Subdivision by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association a maintenance fee or charge to be fixed, established and collected from time to time as hereinafter provided. The maintenance fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The maintenance fee levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of MARTIN MEADOWS.

Section 3. Amount and Payment of Maintenance Fees. Each homeowner will pay to the Association the amount of maintenance fee and special assessments as provided for hereinafter against his property.

The annual maintenance fee per each lot shall be set by the Board, to be payable on the 1st day of March of each calendar year.

The amount of special assessments shall be fixed by the Board, and thirty (30) days advance notice shall be sent to each homeowner of the date the assessment shall be due. Such notice shall be written and deemed to have been given if it is deposited postage paid in the United States mail addressed to the name or names and address under which the property in question is listed on the records of the

Association or in the office of the Martin County Tax Assessor. Should an owner acquire title to a lot from a homeowner after January 1st of any year, the amount of the assessment against that lot shall be pro-rated. Such pro-rated assessment shall be due and payable on the date on which owner acquires title.

Section 4. Certificate of Payment. The Association shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth whether any assessments made against his lot or lots have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment. If an assessment is not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum or ten dollars (\$10.00) per month whichever is greater, and the Association may place the assessment in the hands of an attorney for collection. The assessment, together with interest thereon and the cost of collection thereof, including attorneys fees, shall be a continuing lien against the lot against which the assessment is made, and shall also be the continuing personal obligation of the owner thereof. The Association may record a claim of lien and bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment: interest on the assessment as above provided, reasonable attorney fees and costs incurred with respect to the enforcement of said lien.

Section 6. When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling or chargeable to the former homeowner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said dwelling is either sold or leased by the first mortgage holders.

ARTICLE XXI

Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association and/or the owners of lots in the Subdivision or any of

them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, said Association and/or lot owners shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions, they shall remain in full force and effect. In addition to the foregoing remedies, the Association may levy fines in accordance with Florida Statutes §720.305 (2004), as amended from time to time.

ARTICLE XXII

Additions to and Modifications of Existing Covenants and Restrictions

The Association may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the Subdivision; provided, however, that any such additional covenants and restrictions or modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the Subdivision nor shall it affect the rights and powers of any such mortgagee. Additional covenants and restrictions or modification or amendments to this Declaration must be approved by vote of a majority of the Owners of the Lots in the Subdivision.

The MARTIN MEADOWS HOMEOWNERS ASSOCIATION, INC., shall have the power by filing among the public records of Martin County, Florida, an appropriate instrument signed by the ASSOCIATION consenting to the deletion or modification of any covenant or restriction in this Declaration with respect to any lot in the Subdivision, if such deletion or modification is, in the full discretion of the ASSOCIATION, in the best interest of the Subdivision.

ARTICLE XXIII

Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all owners, their heirs and assigns, shall constitute on

easement and servitude in and upon the lands conveyed in the Subdivision; and they shall be and remain in full force for twenty five (25) years from the date of the sale of the first lot in the Subdivision or January 1, 1980, whichever date shall first occur. Said covenants and restrictions shall, upon the expiration of the twenty five (25) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in the Subdivision it is agreed to change them in whole or in part.

ARTICLE XXIV

Restrictions Uniform

The foregoing restrictions shall be applicable to all lots in the Subdivision.

This Amended and Restated Declaration of Protective Covenants has been approved by a majority of the owners of the lots in the Subdivision. The undersigned association hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration of Protective Covenants and Restrictions and hereby assumes the duties and obligations imposed upon the undersigned hereunder.

This Amended and Restated Declaration of Protective Covenants Covering all of Martin Meadows has been approved by a majority vote of the members, which vote was sufficient for approval.

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 11th day of MARCH, 2006.

WITNESSES:

Printed Name #1: Christy Stallings

Printed Name #2: Kevin S. Reyer

MARTIN MEADOWS HOMEOWNERS
ASSOCIATION, INC.

By:

DAVID L. HEATON, Its President

[Signature]
Printed Name #1: Christy Stuling

Kevin J. Reyner
Printed Name #2: Kevin J. Reyner

By: [Signature]
James J Pike, Its Secretary

C O R P O R A T E
S E A L

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on March 11, 2006, by DAVID L HEATON as President of Martin Meadows Homeowners Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Deborah S Reyner
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 11, 2006, by JAMES J PIKE, as Secretary of Martin Meadows Homeowners Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Deborah S Reyner
Notary Public



Deborah S Reyner
My Commission DD238899
Expires August 12, 2007