

RECORD VERIFIED

792589

DECLARATION OF RESTRICTIONS  
FOR  
ADMIRALTY BOAT DOCKS

THIS DECLARATION OF RESTRICTIONS, made and executed this 28<sup>th</sup> day of OCTOBER, 1988, by TIBURON PROPERTIES, INC., a Florida corporation ("Developer"), joined by MARTIN DOWNS MARINA VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation and by MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

WITNESSETH:

WHEREAS, Developer is the owner of that real property located in Martin County, Florida, and legally described in Exhibit "A," attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property; and

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

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

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

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Parcel within the Property, for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to The Admiralty Boat Docks Maintenance Association, Inc.

1.5 "Association Property" shall mean and refer to all real and personal property, other than the Common Property, which may be acquired by the Association for the benefit and private, common use and enjoyment of all Owners.

1.6 "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.7 "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time.

1.8 "Common Areas" shall mean and refer to all portions of the Property as shown on the recorded subdivision plats of the Property, and all improvements thereon, which are dedicated to the Association, or

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conveyed to the Association by deed, or conveyed to dock owners and designated as common areas, and are intended for the common use and benefit of the owners.

1.9 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.10 "Common Surplus" shall mean and refer to the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.11 "County" shall mean and refer to Martin County, Florida.

1.12 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.13 "Developer" shall mean and refer to Tiburon Properties Inc., a Florida corporation, its parents, subsidiaries and affiliates, and their successors and assigns.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any docks, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.

1.15 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, which holds a first mortgage of public record on any Parcel, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors.

1.16 Marina Association shall mean and refer to MARTIN DOWNS MARINA VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

1.17 Marina Basin shall mean and refer to that portion of the Property, to be owned in part by the Dry Boat Storage Parcel Owner and in part by the individual dock owners, which is designated for the excavation and development of a harbor in accordance with the appropriate Marina Permits, together with the access channel to the Marina Basin.

1.18 Marina Permits shall mean and refer to the permits, as now existing or as hereinafter modified, supplemented, or amended, issued by the Department of Environmental Regulation of the State of Florida, and the Army Corps of Engineers for the excavation, development, and maintenance of a marina basin and harbor, including without limitation DER Permit No. 430651389 and the accompanying Department of the Army Permits, together with any and all additional permits, now existing or hereinafter issued, which are necessary for excavation, development, maintenance and use of the Marina Basin and access channel, and which are owned by the Dry Boat Storage Parcel Owner for itself and on behalf of the Wet Slip Parcel Owner(s).

1.19 "Martin Downs" shall mean and refer to the planned unit development which is located in Martin County, Florida, and known as Martin Downs, as same is legally described in the P.U.D. Agreement.

1.20 "Martin Downs Marina Village" shall mean and refer to that certain development located in Martin County, Florida, consisting of the Property, and any Additional Property, comprising in the aggregate approximately twenty (20) acres, and known as Martin Downs Marina Village and subject to the Declaration of Covenants and Restrictions for Marina Village recorded in O. R. Book 743, Page 2397.

1.21 "Master Association" shall mean and refer to Martin Downs Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

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1.22 "Master Association Assessment" shall mean and refer to those charges made by the Master Association from time to time, against each Parcel within the Property, for the purposes, and subject to the terms, set forth herein.

1.23 "Master Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Martin Downs, as recorded in Official Records Book 571, Page 787, Public Records of Martin County, Florida, as amended and as hereafter amended.

1.24 "Member" shall mean and refer to any parcel owner, subassociation or condominium association or other entity which is designated herein to be a member of the Association.

1.25 "Owner" or "Parcel Owner" shall mean and refer to dock owners.

1.26 "Parcel" or Dock shall mean and refer to generally to the 25 docks as shown on the plat of The Admiralty Boat Dock.

1.27 "P.U.D. Agreement" shall mean and refer to the Planned Unit Development Zoning Agreement between the County, Developer, Southern Realty Group, Inc., a Florida corporation, and South Florida Land, Inc., a Florida corporation, dated August 8, 1980, and recorded in Official Records Book 502, Page 1646, in the Public Records of Martin County, Florida, as amended, or as same may hereafter be amended.

1.28 "Property" shall mean and refer to that real property legally described in Exhibit "A," attached hereto and made a part hereof, and such additional property as may be subjected to this Declaration by Developer from time to time, pursuant to Section 2.2 of this Declaration.

1.29 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within Admiralty Boat Docks and is dedicated to the Association, or the Master Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

1.30 "Surface Water Management System" shall mean and refer to those lakes, canals and other facilities located on, and used for drainage of the Property.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property.

2.2 Additional Property. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the in the public records of the County an amendment to this Declaration, describing such additional property. Such amendments may be made by Developer without the joinder or consent of the Association, other Owners or mortgagees of any portion of Admiralty Boat Docks, or any other person or entity except the approval of Southern Land Group, Inc. will be required. From and after the date of recording such amendment(s), the Property subject to this Declaration, and all of the covenants and restrictions contained herein, shall include that real property legally described in Exhibit "A" attached hereto, including without limitation the Additional Property.

2.3 Designation of Use of Additional Property. The Developer, upon submission of any Additional Property to the provisions of this Declaration, expressly reserves the right to designate the permitted uses of any such Additional Property and further reserves the right, in its sole discretion, to change the designated use thereof, provided however, that any use of Additional Property designated by Developer shall be subject to the provisions of the PUD Agreement, as amended.

## ARTICLE 3

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ADMIRALTY BOAT DOCK MAINTENANCE ASSOCIATION, INC.

3.1 Formation At or prior to the time of the recording of this Declaration, Developer has caused the Association to be formed, by the filing of the Articles of Incorporation therefore in the office of the Secretary to State of Florida. The Association is formed to provide for the proper operation and maintenance of the Common Areas and Docks and all improvements thereon, and such other property as is defined to be the maintenance obligation of the Association herein; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration and to have such other specific rights obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws of the Association.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of title to any Dock,, by filing a dock indenture therefore in the public records of the County. Developer shall be considered a Member from and after the date of recordation of this Declaration in the public records of the County. Such membership shall be mandatory and may not be terminated by the Parcel Owner. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Parcel conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Parcel(s) subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a Member.

3.3 Voting. The Association shall have one (1) class of voting membership which shall consist of the 25 dock owners. Each Member of the Association shall be entitled to one vote for each dock owned. The total number of votes in the Association shall be twenty-five (25). Votes shall be cast or exercised by each Member in such manner as may be provided in the Bylaws of the Association. Each Member shall file with the Secretary of the Association a notice designating the name of the individual or individuals, who shall be authorized to cast the votes of such Member. In the absence of such designation, the Members shall not be entitled to vote on any matters coming before the membership of the Association. Anything to the contrary contained herein notwithstanding, Developer shall be entitled to cast that number of votes equal to the total number of votes permitted in the Association (twenty-five (25)); less that number of votes allocable to Parcels which Developer has conveyed to a third party owner at any given time. Each Director shall have one (1) vote on all matters properly coming before the Board of Directors.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with the Declaration, the Articles of Incorporation and the Bylaws of the Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected, and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the Bylaws shall be made without the Master Association's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, Marina Association, or the Master Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, Marina Assessment or Master Association, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association, Marina Association or the Master Association; provided

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however, that as to any violation other than a delinquency in the payment of Assessments or Master Association Assessments, a Member shall be considered "not in good standing" only after being provided with written notice of the violation, and the expiration of a reasonable period, not to exceed thirty (30) days, within which to cure (or, if the violation is such that it cannot be cured within thirty (30) days, to initiate and diligently pursue steps to cure) the violation, to the reasonable satisfaction of the Association. While not in good standing, the Member, and any Director appointed by such Member, shall not be entitled to vote or exercise any other right or privilege of a Member or Director of the Association or the Master Association.

**3.6 Control By Developer.** Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until Developer has closed the sale of all Parcels within the Property or until such earlier time as is determined by Developer, in Developer's sole discretion. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until approved by Developer.

#### ARTICLE 4

##### COMMON AREAS

**4.1 Title to Common Areas.** Title to portions of the Common Areas shall be conveyed to the Association, who shall hold title to said property for the benefit and use of all Owners within the Association. Title to other portions of the Common Areas may remain vested in Developer until such time as Developer relinquishes control of the Association, as defined hereinabove; provided however, that Developer may elect, in its sole discretion, to convey any portion of the Common Areas which is titled in Developer to the Association or to any of the Owners, subject to the restrictions of this Declaration. Notwithstanding the manner in which title is held, the Association, except as otherwise provided herein, shall be responsible for ensuring the proper management, maintenance and operation of the Common Areas and all improvements thereon, and for the payment of all property taxes and other assessments which are liens against the Common Areas, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Association, Developer shall convey all of its right, title and interest in the Common Areas to the Association. The common areas are set forth on the Plat as Tracts A and B as platted.

**4.2 Acquisition and Conveyance of Property.** The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be Association Property.

**4.3 Rules and Regulations Governing Use of Common Areas.** The Association, through its Board of Directors, shall regulate the use of the Common Areas and Docks by Members and Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration, and with the Master Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such rules and regulations and all provisions, restrictions and covenants, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action of the Master Association.

**4.4 Owner's Easements of Enjoyment.** Subject to the provisions hereinbelow, each owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Parcel.

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

4.5.1 The right of Developer and the Association to borrow money for the purpose of improving the Common Areas and, in connection therewith, to mortgage such Common Areas, as are titled in the Developer or the Association.

4.5.2. The right of Developer, the Association, and the Master Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure.

4.5.3. The right of the Association, Marina Association or the Master Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment or Marina Association Assessment or Master Association Assessment remains unpaid by the Owner.

4.5.4. The right of the Master Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, the declaration of covenants and restrictions for Martin Downs, any of the rules and regulations promulgated by the Association or the Master Association, or any of the Traffic Regulations of the Master Association.

4.5.5. The right of the Association to properly maintain the Common Areas and Docks.

4.5.6. The right of the Association, Marina Association and the Master Association, its agents and employees, and any management entity contracted by the Association, to have access to the the Common Areas for purposes of maintenance thereof.

4.5.7. The rules and regulations governing the use and enjoyment of the Common Areas, as promulgated by the Association and the specific covenants, restrictions, and cross-easements set forth in this Declaration with regard to the permitted uses, design, and improvement of certain specified Common Areas as set forth herein.

4.5.8. The Traffic Regulations governing the use and enjoyment of the Streets, as promulgated by the Master Association.

4.5.9. Restrictions contained on any plat, or filed separately with respect to all or any portion of the Property.

4.5.10. All of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and all exhibits thereto, and all rules and regulations adopted by the Association, as same may be amended from time to time.

4.5.11. All of the provisions of the Master Declaration and the articles of incorporation and bylaws for the Master Association and all exhibits thereto, and all rules and regulations adopted by the Master Association, as same may be amended from time to time.

4.5.12. All of the provisions of the Marina Declaration and the articles of incorporation and bylaws for the Marina Association and all exhibits thereto, and all rules and regulations adopted by the Marina Association, as same may be amended from time to time.

4.6 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Areas as tenants in common in accordance with their respective percentages, and shall collectively provide for the continued maintenance and upkeep thereof. The Association shall not be voluntarily dissolved without first receiving approval from the Board of County Commissioners of the County. The Board, as a condition precedent to the dissolution, may require dedication of Common Areas or utilities to the public, as deemed necessary.

4.7 Failure to Maintain Common Areas. If the Association fails at any time to maintain the Common Areas in reasonable order and condition in

accordance with the approved final development plan, then the Board of County Commissioners of the County, may serve written notice by certified mail, return receipt requested, upon the Association and upon each Owner within Admiralty Boat Docks, which notice shall set forth the manner in which the Association has failed to maintain the Common Property in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice, or in the alternative that the Association appear before the Board of County Commissioners at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Property or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the real property within Admiralty Boat Docks and to prevent the Common Property from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Property and maintaining it for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the Association and to each Owner within Admiralty Boat Docks and shall be published one (1) time in a newspaper of general circulation published in the County. Such notice shall be sent and published at least fifteen (15) days prior to the hearing. At such hearing, the Board of County Commissioners may determine that it is or is not advisable for the county to enter upon such Common Property, take possession of same and maintain it for a period of one (1) year. The County shall have a right of entry, possession and maintenance, provided that the above procedures have been followed, and such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Property. The Board of County Commissioners may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of the Common Property to the Association, its successors or assigns, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods. The costs of such maintenance by the County shall be assessed ratably against all Parcels within Admiralty Boat Docks and shall become a charge or lien on the Parcels, and such charge shall be paid by the Owners of such Parcels within thirty (30) days after receipt of a statement therefor.

#### ARTICLE 5

##### CROSS-EASEMENTS AND SPECIAL MAINTENANCE AREAS

**5.1 Definition of Cross-Easement Areas.** Certain portions of the Property, whether designated as Common Areas or within the boundaries of a specific Parcel, are intended and are hereby designated for the common use of more than one Parcel Owner, and shall be subject to certain special maintenance provisions as hereinafter provided. Notwithstanding the manner in which title to these portions of the Property is held, said docks, including but not limited to the main dock boardwalk and Tract A on the plat, are hereby declared to be subject to cross-easements between the adjoining Parcel Owners entitled to use of these areas, for the benefit of each such adjoining Parcel Owner, and further to be subject to the specific maintenance provisions of this Article.

**5.2 Cross-Easement Areas and Easement Terms.** The following described areas are hereby declared to be subject to cross-easements in favor of the Parcel Owners, and subject to the easement terms and maintenance restrictions as hereinafter provided:

**5.2.1 Main Dock Boardwalk Channel.** The main dock boardwalk channel shall be subject to a cross-easement for the benefit of the dock owners, their agents, employees, guests, and invitees and maintenance by the Dry Boat Storage Owner.

#### ARTICLE 6

##### EASEMENTS

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

6.1.1. Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plat of the Property, and in recorded easements on the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Developer, or by such entity as is entitled to use of the easement areas, with the consent of the Developer. No restrictions shall be placed of record against the recorded easements or easements shown on the plat of the Property, without the prior written consent of Martin Downs Utilities, Inc., or its successors and assigns. The Master Association, its successors and assigns (or such other entity as is indicated on the plats of the Property, or in the recorded easements, including in particular but not by way of limitation, Martin Downs Utilities, Inc., its agents, employees, successors and assigns) are hereby granted access or may be located for the purpose of operation, maintenance and replacement thereof. This section may not be altered or amended without the prior written consent of Martin Downs Utilities, Inc., or its successors or assigns.

6.1.2. Easements for the installation and maintenance of drainage facilities are granted to the Association and/or other entities as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Developer. The Association (or such other entity as is indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

6.1.3. The Common Areas are hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, Marina Association, the Master Association, employees and agents of the Association and the Master Association, and of any management entity contracted by the Association of the Master Association, in order that such employees, agents or management entity may carry out their duties and maintenance responsibilities.

6.1.4. Easements are hereby reserved throughout the Common Areas, including without limitation, the easements shown on the plat of the Property, by Developer, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of property throughout Admiralty Boat Docks.

6.1.5. An easement is hereby granted to the Association, its agent and employees and any management entity contracted by the Association, over and upon all Parcels, and Common Areas, for purposes of performing the Association's maintenance obligations as set forth herein.

6.1.6. An easement for encroachments is hereby granted in the event that any Improvement or any part of an Improvement, now or hereafter encroaches upon another Parcel, or upon any portion of the Common Areas, due to minor inaccuracies in survey, construction, or reconstruction, or due to settlement or movement or otherwise. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

6.1.7. A non-exclusive easement is hereby granted to Martin Downs Utilities, Inc. and its successors and assigns, for ingress and egress over, across and through Common Areas for access to and from Martin Downs Utilities and the utilities located within the Property. This easement is subject to all rules and regulations promulgated by the Master Association from time to time, and to all reasonable rules and regulations promulgated by the Association, provided however, that any such rules and regulations promulgated by the Association which affect the easement to Martin Downs Utilities, Inc. shall not interfere with the use and enjoyment



of the easement by Martin Downs Utilities, Inc. and shall further be subject to the prior written approval of the Master Association.

6.1.8. As to all Parcels upon which a wall is located, the easement is hereby granted upon the Parcels, to allow for errors in construction of the wall and for movement of the wall due to settling of the Improvement and for maintenance and repair of the wall by the owners of such wall.

6.1.9. An ingress and egress easement is hereby granted and shall be appurtenant to each owner of a lot as shown on the plat No. 40, over and across such portions of other lots as is necessary to provide each owner of a lot with ingress and egress from their lot and the marina basin and access channel.

6.2 Additional Easements. Developer or the Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided at such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property and the Improvements constructed thereon will not be structurally weakened thereby..

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

#### ARTICLE 7

#### ASSESSMENTS AND LIEN

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

7.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, and for the purpose of providing any services or activities authorized, directed, permitted or required to be performed by the Association. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association, the Common Areas and all improvements thereon; legal and accounting fees; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Common Areas; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance and operation of the Association, and enforcement of this Declaration.

7.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. General Assessments shall be assessed against the various Parcels based upon per linear foot of dockage assessment which shall represent 100% of the total common expenses. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

7.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of property by the Association; the cost of the construction of capital Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and

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personal property related thereto; and the expense of indemnification of each director and officer of the Association. All special Assessments shall be at a uniform amount for each Parcel assessed. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

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

**7.6 Individual Assessments.** The Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within or without the Parcel (other than for the cost of those maintenance duties to be performed by the Association, as provided in Article 8 of this Declaration), which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

**7.7 Marina Basin Special Assessments.** The Association shall have the power and authority in accordance with Section 7.1 of this Declaration, to collect a special Assessment for its share of the costs of maintenance and/or dredging of the Marina Basin and access channel in compliance with all the terms and conditions of the Marina Permits and the Marina Declaration.

**7.8 Effect of Non-Payment of Assessments.** All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner thereof. The Association shall also record a claim of lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

**7.9 Certificate of Assessments.** The Association shall prepare a roster of the Parcels and Assessments and/or Special Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

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

**7.11 Master Association Assessments.** The Association shall have the power and authority to collect from Owners all assessments, whether they be general, special, emergency special or individual assessments, which are levied against Parcels by the Master Association (the "Master Association Assessment"). The Master Association Assessment shall be collected by the Board of Directors of the Association, pursuant to the procedures set forth in this Article 7, provided however, that nothing herein shall prevent the Master Association from collecting the Master Association Assessment or any part thereof, directly from its Members. If the Master Association Assessment is not paid on the date when due, the provisions of the Master Declaration as to the effect of non-payment of the Master Association Assessments, including the Master Association's lien rights, shall fully apply. The Master Association Assessment shall be in addition to, and not in lieu of, the Assessments levied by the Association.

**7.12 Marina Association Assessments.** The Association shall have the power and authority to collect from Owners all Assessments, whether they be general, special, emergency special or individual Assessments, which are levied against Parcels by the Marina Association (the "Marina Association Assessment"). The Marina Association Assessment shall be collected by the Board of Directors of the Association, pursuant to the procedures set forth in this Article 7, provided however, that nothing herein shall prevent the Marina Association from collecting the Marina Association Assessment or any part thereof, directly from its Members. If the Marina Association Assessment is not paid on the date when due, the provisions of the Marina Declaration as to the effect of non-payment of the Marina Association Assessments, including the Marina Association's lien rights, shall fully apply. The Marina Association Assessment shall be in addition to, and not in lieu of, the Assessments levied by the Association.

**7.13 Payments by Developer.** In lieu of the payment of Assessments under this Declaration, Developer shall be responsible only for the payment of that portion of the Common Expense which exceeds the amount to be paid by the other Members as provided pursuant to this Declaration, pursuant to the budget of the Association (the "Shortfall"). In lieu of payment of the Shortfall, Developer may elect, in its sole and absolute discretion, to pay the Assessment (s) attributable to each Parcel owned by Developer. Developer shall have no obligation to fund reserves for the Association at any time. The Developer will be obligated to pay the assessments under the Marina Association and/or Master Association.

**7.14 Exempt Property.** The following property shall be permanently exempt from the payment of all Assessments and Master Association Assessments:

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7.14.1 All property dedicated to, or owned by, the Association or the Master Association, excluding the Marina Basin.

7.14.2 Any portion of the Property dedicated to the County.

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

7.14.4 Any portion of the Property owned by Developer; Developer shall pay those amounts stated above in that subsection entitled "Payments by Developer," in lieu of Assessments.

#### ARTICLE 8

##### MAINTENANCE OF PROPERTY

8.1 Association Responsibilities. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Areas and Docks and all improvements thereon, and such other property as is hereinafter set forth. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

8.1.1 The Common Areas and Docks and all landscaping and improvements thereon, including without limitation, any common access areas to the Marina Basin.

8.1.2 All irrigation equipment on the Common Areas, including all sprinklers, pumps, wells and time clocks.

8.1.3 The Association's responsibilities with regard to all landscaping on the Common Areas shall extend only to the routine maintenance and repair of landscaping installed by the Developer. The Association shall be responsible for replacement of any trees, plantings, or other landscaping on the Common Areas, which is destroyed, provided however, that the cost of any replacement shall be a Common Expense, and shall be collected from all Owners as a special assessment, or as part of the general Assessment, in the discretion of the Board of Directors of the Association.

8.1.4 Developer, its affiliates, subsidiaries, their successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Developer may deem necessary in order to maintain the property described herein. No management agreement between the Association and Developer or its affiliates or subsidiaries shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Developer, or its parents, affiliates or subsidiaries, are officers, directors or employees of the Association.

8.2 Failure to Maintain. All Parcels, and all landscaping and improvements thereon, shall be kept in a neat, attractive, clean, and sanitary condition and shall be maintained in accordance with the general uniform architectural theme and design for Martin Downs Marina Village, and in accordance with this Declaration. No rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard to exist on any parcel. Each Parcel Owner acknowledges and agrees by accepting a boat indenture to its parcel that Martin Downs Marina Village is an integrated community consisting of a number of various uses, with all such uses being integrated as part of an overall architectural theme and design which inures to the benefit of all Parcel Owners. Therefore, in the event any Owner fails to maintain his Parcel as aforesaid, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its sole discretion, to clear any unsightly debris and/or refuse from any Parcel deemed by the Association to be a health menace, fire hazard, or detraction from the aesthetic appearance of Martin Downs Boating Club, to enter onto the Parcels to perform any maintenance responsibilities not performed by the respective Parcel Owner; provided, however, that in each event at least ten (10) days prior notice shall be given by the Association to the Owner of such Parcel before such work is done by the Association. In the event the Association, after such notice, causes the work to be done, then

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and in that event, the costs of such work, together with interest thereon at the highest rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the subject Parcel, which lien shall be effective, have priority, and be enforced pursuant to the procedure set forth in Article 7 of this Declaration.

**8.3 Individual Assessment.** The expense of any maintenance, repair or reconstruction of any portion of the Common Areas and any other property to be maintained by the Association, necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Parcel shall be subject to an individual Assessment for such expense, pursuant to Article 7 of the Declaration. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board, as set forth in Article 10 of this Declaration.

#### ARTICLE 9

##### USE RESTRICTIONS

**9.1 Restrictions Applicable To All Parcels.** In addition to any specific restrictions, applicable to specific Parcels as hereinafter set forth, all Parcels within the Property shall be subject to the following restrictions, which each Owner covenants to observe.

**9.1.1 No Industrial Use.** All Parcels shall be used only for such purposes as are permitted pursuant to the zoning approvals for the particular Parcel, and as are set forth in the recorded deeds of conveyance to the Parcels. No Parcel shall be used for any industrial use, provided however, that it shall not be the intent of this provision to prohibit the approved uses of the Dry Boat Storage Parcel.

**9.1.2 Insurance.** No Owner shall permit or suffer anything to be done or kept within his Parcel, or make any use of the Common Areas, other than as permitted herein, which will increase the rate of insurance on any portion of the Property; provided however, that this provision shall not apply so as to prevent or prohibit the intended and approved uses of the Dry Boat Storage Parcel, nor the potential use of a Future Development Parcel for the development and operation of a restaurant or related facility.

**9.1.3 Nuisances.** No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Parcel. Notwithstanding the foregoing, each Owner, by acceptance of a dock indenture conveying title to a Parcel, acknowledged and agrees that said Owner is aware of all the current proposed uses of Martin Downs Marina Village, which is designed as a mixed use development, which may include, without limitation, restaurant, residential, marina and dry boat storage, and commercial and office space uses, and that as a result of the close proximity of such uses to each other, the customary noise, odor, vibration, and nuisance levels accompanying such uses shall be experienced by all Parcel Owners. Therefore, by acceptance of a dock indenture to a Parcel, acknowledges and accepts and shall have no objection to the appropriate and customary noise, odor, vibration, and nuisance levels which accompany the operation of a business or occupation of a residence in close proximity to, or as part of, a development consisting of a dry boat storage facility, marina, restaurant, and commercial or professional office space and other potential uses commensurate with such a development, and no such matter shall be subject to any claim for nuisance or abatement of nuisance.

**9.1.4 Outside Displays.** No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the dock on his Parcel, nor shall he place any furniture or equipment on his Parcel without the prior written consent of the A.R.B., except that the consent of the A.R.B. shall not be required with respect to the Developer.

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9.1.5 Garbage and Trash Containers. Garbage containers, if any, shall be kept in sanitary containers or garbage compactor units, in a clean and sanitary condition, in complete conformity with sanitary regulations. All garbage containers shall be stored in an enclosed service yard located on the Common Areas.

9.1.6 Temporary Structures. No structure or object of a temporary character such as, but not limited to, tents, shacks, sheds or temporary or accessory buildings or structure, shall be erected, kept or maintained on any Parcel, without the written consent of the A.R.B. or the Developer.

9.1.7 Access to Parcels. Whenever the Association or the Master Association is permitted or required by this Declaration or the Master Declaration to enter upon any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

9.1.8 Antennae. No radio, television or other electronic antennae, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Areas, or on any Parcel without the prior written approval of the A.R.B.

9.1.9 Subdivision of Parcels. No Parcel shall be resubdivided to form a parcel smaller than the initially conveyed Parcel.

9.1.10 Signs. Except in connection with development or sales of property throughout Martin Downs Marina Village by Developer, or its successors and assigns, no signs, advertisements or notices of any kind, including without limitation "For Sale" or "For Rent" signs, shall be displayed to the public view on any Parcel or on the Common Areas, without the prior written approval of the A.R.B. or the Developer.

9.1.11 Underground Utilities. All utilities constructed upon any Parcel shall be kept underground. No above-ground utility facilities of any kind shall be permitted, except for those installed by Developer.

9.1.12 Restrictions on Use of Marina. No Parcel Owner, or any guest, invitee, licensee, or employee or agent of any Parcel Owner, shall make any use of the Marina Basin and harbor, except as permitted pursuant to the rules and regulations promulgated by the Association and the Martin Downs Marina Village Association.

9.1.13 Additional Protective Covenants. Developer may include in any contract or deed for any Parcel, additional protective covenants and restrictions not inconsistent with those contained herein.

9.1.14 Live-Aboard Owners. No live-aboard owners shall be permitted on any of the docks.

9.1.15 Repairs to Vessels. No repair, construction, or other maintenance activity shall be permitted with regard to vessels maintained on the Parcel, except as necessary for emergency repairs to said vessels.

9.1.16 No Violations Of Marina Permits. No use or practice which is in violation of the Marina Permits, or in violation of any other permits applicable to the Dry Boat Storage Parcel and Marina Basin and access channel shall be allowed.

9.1.17 Docks 1-22 as shown on the plat of Admiralty Boat Docks as recorded in Plat Book 11, Page 67, may only be sold to unit owners at the Admiralty at Martin Downs. Those docks may not be transferred, leased or assigned to any non-unit owner.

9.1.18 The owner shall not moor any boat in excess of the footages shown for each dock below as it will deny other owners reasonable access to their dock. Should an owner exceed the length for their dock, the Association shall have the right to remove said boat at the owner's expense.

1. 50 feet

2. 50 feet
3. 50 feet
4. 50 feet
5. 40 feet
6. 40 feet
7. 30 feet
8. 30 feet
9. 25 feet
10. 25 feet
11. 25 feet
12. 25 feet
13. 25 feet
14. 30 feet
15. 30 feet
16. 35 feet
17. 35 feet
18. 40 feet
19. 40 feet
20. 40 feet
21. 40 feet
22. 30 feet

**9.2. Restrictions Applicable to the Marina Basin and Access Channel.** In addition to all other restrictions set forth hereinabove and hereafter applicable to all portions of the Property, the Marina Basin and access channel shall further be subject to all restrictions and limitations set forth in the Marina Permits, as they may be modified and amended from time to time, the provisions of which are hereby incorporated into and made a part of this Declaration.

**9.3 Impairment of View.** No construction of any Improvements shall be made on the Parcel, nor any use thereof made, so as to block, impair, or otherwise inhibit or restrict the view of the Marina Basin and the St. Lucie River from any other portion of Martin Downs Marina Village.

**9.4 No Violations of Marina Permits.** No use or practice which is in violation of the Marina Permits, or in violation of any other permits applicable to the Marina Basin and access channel, shall be allowed.

#### ARTICLE 10

##### ADDITIONAL RESTRICTIONS

In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles of Incorporation and the Bylaws for the Association, and the rules and regulations adopted by the Association, as same may be amended from time to time, the Property shall also be subject to all of the covenants, restrictions and provisions, including without limitation the Marina Association Assessments and Master Association Assessments, and lien rights contained in the Master Declaration and Marina Declaration, the articles of incorporation and the bylaws for the Master Association and Marina Association, and all Traffic Regulations adopted by the Master Association, as same may be amended from time to time, and all applicable provisions of the P.U.D. Agreement.

#### ARTICLE 11

##### INSURANCE

**11.1 Association Insurance.** The Association is hereby authorized to purchase insurance, other than title insurance, on the Common Areas and all improvements thereon, in such amounts and with such companies as the Board of Directors shall deem appropriate.

**11.2 Owner Insurance.** Each record Owner(s) shall be required to maintain fire and extended coverage insurance on the boats docked to their Parcel for their highest insurable value with an insurance company authorized to do business in the State of Florida. A certificate of insurance shall be given to the Association. Should any record owner(s) fail or refuse to obtain the insurance required hereby, the Association may (but shall not be required to do so) obtain such insurance and shall have an

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assessment lien for the cost thereof upon the insured Parcel which lien may be enforced as provided in Article 7 of this Declaration. All insurance policies obtained by individual Parcel Owners shall contain a provision providing that said policy shall not be cancelled or terminated without thirty (30) days prior written notice to the Association.

11.3 Damage or Destruction. In the event that any improvement shall be damaged or destroyed by fire, windstorm or other casualty, the record Owner(s) shall restore the docks in accordance with the original plans, specifications and design the Marina permits and any other governmental agency or authority within six (6) months.

## ARTICLE 12

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

By acceptance of a boat indenture to a Parcel, each Owner acknowledges and agrees that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer, or committee member of the Association, whether or not he is a director, officer, or committee member of the Association, at the time such expenses are incurred, except in such cases where the director, officer, or committee member is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, or committee member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, or committee member may be entitled. Further, by acceptance of a boat indenture to a Parcel, Owners acknowledge and agree that directors of the Association appointed by the Developer, officers of the Association elected by the Board of Directors appointed by the Developer, and committee members appointed by said Board of Directors or by said officers shall act solely on behalf of the Developer and the Association and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a boat indenture to a Parcel, Owners acknowledge and agree that although directors, officers, and committee members may be appointed, directly or indirectly by the Developer and be acting solely on behalf of the Developer and not on behalf of the Owners, nonetheless, such directors, officers, and committee members shall be indemnified by the Association pursuant to the provisions of this Article.

## ARTICLE 13

### GENERAL PROVISIONS

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

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

13.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least seventy-five percent (75%) of the votes of Members; provided however, that until such time as the Developer relinquishes control of the Association, as

OR  
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described hereinabove, all amendments must include the joinder of Developer.

13.2.2 So long as Developer owns any property within Martin Downs Marina Village, the Developer shall have the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the provisions contained in this Declaration but may not make any amendment that shall affect the rights of the Master Association, Marina Village Association or the rights of the Dry Boat Storage Parcel Owner with regard to the maintenance and dredging of the Marina Basin.

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

13.2.4 No amendment or change to this Declaration or to the exhibits hereto shall be effective without the written consent thereto by the Master Association and Marina Association, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

13.2.5 Any amendment which would affect any of the requirements of the P.U.D. Agreement or of the County Code of Laws and Ordinances must have the prior approval of the County Board of County Commissioners of the County, and the prior approval of the Developer..

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

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

13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Association, the Master Association, and the Owners.

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

13.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell or lease Parcels on any terms to any purchasers or lessees, for so long as it owns any Parcel(s) in Martin Downs Marina Village. Furthermore, for so long as Developer owns or has any use rights to any property subject to this Declaration, Developer shall have the right to transact any business necessary to consummate sales of property throughout Martin Downs, including but not limited to, the right to maintain office(s) on the Property in

location(s) to be selected by Developer; to have employees in such offices, to construct and maintain sales agency offices, and such other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Martin Downs, including without limitation to post and display a sign or signs on any Parcels owned by Developer or on the Common Property; and to sue the Common Property, and to show Parcels. Sales office signs and all other structures and appurtenances pertaining to the sale of property within Admiralty Boat Docks shall not be considered Common Property and shall remain the property of the Developer.

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

to the Developer at:	Tiburon Properties, Inc. 4041 SW Mapp Road Palm City, Florida 33490
or to Owner at:	the last known address of Owner as appears on the records of the association at the time of such delivery or mailing.
or to the Marina Association at:	Martin Downs Marina Village Association, Inc. c/o P.O. Box 2850 Stuart, Florida 34995
or to the Master Association at:	Martin Downs Property Owners Association, Inc. P. O. Box 2850 Stuart, Florida 34995

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

13.8 Incorporation of Additional Restrictions. In addition to this Declaration, the Property shall also be subject to the requirements set forth in the Master Declaration, as same may be amended from time to time, and in the P.U.D. Agreement.

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

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

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

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

13.13 Non-Condominium.

13.13.1 The Association created pursuant to this Declaration and the Articles of Incorporation of the Association is expressly not intended to be a condominium association and is not created in accordance with

Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration in the public records of the County.

13.13.2 The Common Property is not intended to be condominium property under Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration in the public records of the County, and are not part of the common elements of any condominium.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 28<sup>th</sup> day of October, 1988.

Signed, sealed and delivered in the presence of:

TIBURON PROPERTIES, INC.,  
a Florida corporation

Will D. Lundy

By [Signature]  
Its President

Robert A. Dunsen

(Corporate Seal)

#### JOINDER OF ASSOCIATION

MARTIN DOWNS MARINA VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Admiralty Boat Docks for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

MARTIN DOWNS MARINA VILLAGE  
ASSOCIATION, INC.,  
a Florida not-for-profit  
corporation

Will D. Lundy

By [Signature]  
Its President V. Pres.

Robert A. Dunsen

(Corporate Seal)

#### JOINDER OF MASTER ASSOCIATION

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Admiralty Boat Docks for the sole purpose of agreeing to perform its obligations contained herein.

Signed, sealed and delivered in the presence of:

MARTIN DOWNS PROPERTY OWNERS  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

Will D. Lundy

By [Signature]  
Its President V. Pres.

Robert A. Dunsen

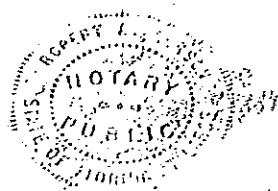
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1988, by R. L. GLANCY, President of TIBURON PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires: 1/2/89



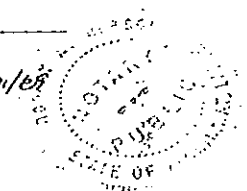
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STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup>  
day of October, 1988, by George Hough, vice, President of  
MARTIN DOWNS MARINA VILLAGE ASSOCIATION, INC., a Florida corporation, on  
behalf of the corporation.

Robert A. Dunn  
Notary Public

My Commission Expires: 1/31/89

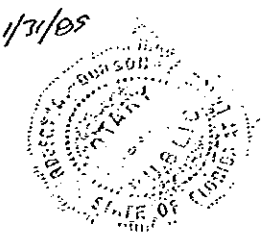


STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup>  
day of October, 1988, by George Hough, vice  
~~the~~ President of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida  
corporation, on behalf of the corporation.

Robert A. Dunn  
Notary Public

My Commission Expires: 1/31/89



DOCK SLIPS 1-22 and Tracts A & B Plat No. 40, being a portion of Parcel No. 29, Martin Downs P.U.D., according to the plat thereof as recorded in Plat Book 11, Page 67, public records of Martin County, Florida, more particularly described as follows:

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

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

Commence at the Southwest corner of the aforementioned Government Lot 3, said point also being on the North line of Pelican Cove Subdivision, as recorded in Plat Book 2, Page 96, Martin County, Florida, Public Records; thence N 89°51'38" W Along said North line of Pelican Cove Subdivision, a distance of 1246.85 feet to a point on the East right-of-way line of Southwest Mapp Road (an 80.00 foot right-of-way); thence N 00°27'46"E, a distance of 371.63 feet; thence S 89°51'51"E, a distance of 1027.17 feet; thence N 37°27'09"E, a distance of 134.00 feet; thence S 52°32'51"E, a distance of 177.20 feet to the POINT OF BEGINNING of the herein described parcel of land; thence N 64°44'29"E, a distance of 17.67 feet; thence N 54°32'10"E, a distance of 30.51 feet; thence N 49°34'52"E, a distance of 30.64 feet; thence N 36°15'32"E, a distance of 71.14 feet; thence N 42°05'43"E, a distance of 27.50 feet; thence N 55°06'58"E, a distance of 31.79 feet; thence N 73°09'06"E, a distance of 31.74 feet; thence N 79°52'43"E, a distance of 32.64 feet; thence S 49°20'53"E, a distance of 19.28 feet; thence S 13°17'31"E, a distance of 36.96 feet; thence S 17°20'35"E, a distance of 55.76 feet; thence S 04°07'29"E, a distance of 27.13 feet; thence S 03°47'56"W, a distance of 30.13 feet; thence S 38°24'46"E, a distance of 26.34 feet; thence S 73°18'06"E, a distance of 47.93 feet; thence S 59°07'01"W, a distance of 55.47 feet; thence S 75°08'53"W, a distance of 56.00 feet; thence N 14°51'07"W, a distance of 172.08 feet; thence S 39°18'00"W, a distance of 138.22 feet; thence S 78°41'06"W, a distance of 18.16 feet; thence N 50°43'17"W, a distance of 34.48 feet; thence S 60°47'34"W, a distance of 120.00 feet; thence N 28°37'30"W, a distance of 6.00 feet; thence N 60°47'34"E, a distance of 94.77 feet; thence N 52°32'51"W, a distance of 15.58 feet to the POINT OF BEGINNING.

Said parcel containing 0.627 acres, more or less.

EXHIBIT A

FILED FOR RECORD  
MARTIN CO., FLA.  
89 OCT 11 AM 8:26  
MARSHALL SILLER  
CLERK OF CIRCUIT COURT  
BY [Signature]  
D.C.

OR BOOK 831 PAGE 1058