



**REVIVED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CINNAMON TREE**

This Revived Declaration of Covenants and Restrictions for Cinnamon Tree has been approved for the purpose of reviving the Declaration originally recorded at Official Records Book 517, Page 1597, et. seq., and re-recorded at OR Book 524, Page 85, et. seq., and amended at OR Book 538, Page 1679, et. seq., OR Book 542, Page 1690, et. seq., OR Book 991, Page 604, et. seq., OR Book 1003, Page 476, et. seq., OR Book 1442, Page 6, et. seq., OR Book 1538, Page 11, et. seq., and OR Book 1660, Page 329, et. seq.

OCEAN GATE – STUART - 1, a Florida partnership, its successors and assigns (hereinafter referred to as “Declarant”), prior owner of that certain real property known as Cinnamon Tree, as more particularly described in Exhibit “A” has previously declared, in a Declaration of Covenants and Restrictions as recorded at official record book 517, commencing at page 1597, public records, Martin County, Florida, that the real estate described in Exhibit “A” be held, transferred, sold, conveyed and occupied subject to those covenants, restrictions, easements, charges and liens previously set forth in the Declaration of Covenants and Restrictions, hereinafter referred to as the “Declaration”. The property owners of Cinnamon Tree now wish to redeclare, restate and amend that Declaration of Covenants and Restrictions for Cinnamon Tree.

SECTION I. PROPERTY SUBJECT TO THE DECLARATION

The property subject to the Declaration is that real property (the “Property” or “Cinnamon Tree”), located in Martin County, Florida, more particularly described in Exhibit “A” incorporated herein by reference.

SECTION II. CINNAMON TREE PROPERTY OWNERS ASSOCIATION

At or about the time of the recording of this Declaration, Declarant has caused to be formed CINNAMON TREE PROPERTY OWNERS ASSOCIATION, INC. (the “Association”), a Florida corporation not for profit, by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall provide an entity for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

The Declarant, relinquished control of Cinnamon Tree, its Board of Directors and the Cinnamon Tree Property Owners Association, Inc., at a duly convened Special Joint Meeting of Homeowners and Board of Directors of Cinnamon Tree Property Owners

Association, Inc. on November 3, 1983, transferring such control of the duly elected owner controlled Board of Directors and their successors.

A. Membership

1. General. A person or entity shall become a member of the Association upon acquiring fee simple title to any single-family home in Cinnamon Tree. The membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law. Membership shall be appurtenant to and may not be separated from ownership of a home which is subject to this Declaration. No person or entity who holds an interest of any type or nature whatsoever in a home in Cinnamon Tree only as the security for performance of an obligation shall be a member of the Association.

B. Association Property

1. Common Property. That portion of the Property which is not deeded as single-family homes shall be known as the "Common Property". The Common Property is intended for the use of the members of the Association and their guests and invitees. The Association is responsible for the management, maintenance and operation of the Common Property. The following items may be placed upon the common property: water distribution system, wastewater collection system, maintenance area, buildings, pump stations, interior roadways, clubhouse, pool, dock, recreational facilities and other items of maintenance, all of which are expenses of the Association.

2. Acquisition and Sale of Property. The Association shall have the power and authority to acquire 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. Property acquired by the Association other than the Common Property shall be known as "Association Property".

3. Maintenance of Property. The Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, provide for the maintenance and repair of the Common Property and the Association Property.

4. Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by its members and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all members of the Association. These rules and regulations may be enforced by legal or equitable action.

C. Enforcement of Restrictions. The Association, through its Board of Directors and Officers, shall have the authority to enforce restrictions imposed by this Declaration.

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

1. General Assessments. General assessments shall be made annually for the purpose of maintenance and management of the Association, the Common Property and the Association Property. Maintenance and management expenses referred to herein as being included within the scope of general assessments shall include, but not be limited to, the cost and expense of: Operation, maintenance and management of the Association, the Common Property and the Association Property; property taxes and assessments against the Common Property and Association Property; public liability insurance; legal and accounting fees; management fees; normal repair and replacements; charges for utilities used upon the Common Property, the Association Property and single family Home Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against members or others; charges for bulk cable television service; and all other expenses deemed by the Directors of the Association to be necessary and proper for management, maintenance and repair.

The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its member's sufficient monies to meet this estimate. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each unit, so that each unit that is subject to this Declaration shall be assessed equally.

General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. Any delinquent general assessment shall bear interest at the maximum rate of interest allowed by law from the date when due until paid.

2. Special Assessments. The Board of Directors may levy a special assessment for any of the following purposes: the acquisition of property; defrayal the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected substantial repair or replacement of capital improvement, including the necessary fixtures and personal property related thereto. Except when the total special assessment does not exceed \$5,000.00, any special assessment shall have the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3) of the members

present in person or by proxy. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each unit so that each unit that is subject to a special assessment shall be assessed equally.

Special Assessments shall be collectible in such manner as the Board of Directors shall determine. Any delinquent special assessment shall bear interest at the maximum rate allowed by law from date when due until paid.

3. Cluster Assessments. The Board of Directors shall levy a special assessment to the owners of a single-family home within any four-home cluster for the purpose of maintaining any structural or utility component to any one or more of the single-family homes within the cluster.

E. Effect of Non-Payment of Assessments.

1. Lien, Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, the assessment shall then become delinquent and shall, together with interest thereon and the cost of collection, become a continuing lien on the home against which the assessment is made, and shall also be the continuing personal obligation of the owner against whom the assessment is levied. Further, all benefits of the Association membership shall cease.

If the assessment is not paid within thirty (30) days after the due date, the Association may, at any time thereafter, bring an action to foreclose the lien against the home and/or a suit on the personal obligation against the owner or owners, and there shall be added to the amount of such assessment the cost of such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of the action.

2. Subordination to Lien of Mortgages. The lien for assessments for which provision is herein made shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State Savings and Loan Association, or Real Estate Investment Trust. The subordination shall apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged home pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any home from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

3. Exempt Property. The Common Property, and the Association Property shall be exempt from the assessments, charges and liens created herein.

4. Posting of Notices. The Board of Directors may adopt a policy of posting on the clubhouse bulletin board the names of those individual single-family homeowners who have not paid any assessment within fifteen (15) days of due date.

F. Certificate of Assessments. The Association shall prepare a roster of the homes and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member. The Association shall, upon demand, furnish a member liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the member's assessments have been paid and the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

SECTION III. MAINTENANCE

The Association shall be responsible for the maintenance of the following items:

A. Utilities. Utilities shall include, but not be limited to, water distribution system, wastewater collection system and all parts and components thereof, except for those portions of each system owned and operated by Martin County Utilities.

B. Landscaping and drainage of the Common Property, including sodding, irrigation, and the planting and care of trees and shrubbery.

C. Signage required by Department of Transportation or Martin County for entrance.

D. Lake.

E. Recreational areas including clubhouse and pool.

F. Roads.

G. The Association has the right to clean roof shingles and paint exterior wood siding, main entry door, courtyard fencing and gates. Such right will be performed only on a periodic and community-wide basis at the sole discretion of the Board of Directors. Action in exercising such right cannot be initiated until and unless funding to perform such work has been budgeted and is in fact on deposit in a bank account of the Association. The right to clean and paint is limited to the specified items and specifically excludes items not listed. Screen rooms and the areas within screen rooms are also excluded. Any other work, including cleaning and painting not performed on a community-wide basis remains the responsibility of Unit Owners. Using due diligence in the performance of this right, the Association is hereby held harmless against any claims arising as a result of such performance.

All maintenance of the single-family lots, shall be the responsibility of the home owner.

The maintenance obligations of the Association, as set forth in this Section shall be the obligation solely of the Association. Except for the payment of assessments, the members shall have no individual right to repair, alter, add to, replace, paint or in any other way maintain the Common Property.

Notwithstanding anything contained in this Section, the expense of any maintenance, repair or construction of the Common Property necessitated solely by the negligent or willful acts of a member or his family or guests shall be borne solely by that member and such member's home shall be subject to an individual assessment for such expense.

SECTION IV. USE AND ENJOYMENT OF COMMON PROPERTY

A. Members' Easements of Enjoyment. Subject to the provisions of this Section, each member of the Association shall have a right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every home subject to this Declaration.

B. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining or improving the Common Property and to mortgage the Common Property;

2. The right of the Association to take such steps as are reasonably necessary to protect the Common Property; and

3. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

4. The right of the Association to charge reasonable admission and other fees for the use of certain amenities; and

5. The right of the Association to dedicate or transfer all or any part of the Common Property, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer, or determination as to the purposes or conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the total membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action.

C. Easement for Utilities. The members' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, for present and future utility services to CINNAMON TREE, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, telephone cables, security wires and street lights. Easements for such utility services are reserved for all buildings and improvements which have been or may be constructed in CINNAMON TREE, and specific easements over portions of the Common Property may be granted to utility companies.

D. Easement for Association. The members' easements of enjoyment shall be subject to an easement reserved by the Association, for itself and its successors and assigns for future development of Cinnamon Tree. As a material condition for ownership of a home in Cinnamon Tree and membership in the Association, each member releases the Association and its successors and assigns from any claim that the member might have for interference with his quiet enjoyment of the Common Property due to the development of Cinnamon Tree, whether or not the construction operations are performed on the Common Property, and each member acknowledges and agrees that the Association and its successors and assigns shall have the sole right of design, construction, development and improvement of the Common Property, and the homes of Cinnamon Tree.

E. Cinnamon Tree Lake. Only paddle boats, canoes, rowboats, sailboats and other types of non-engine powered boats may be used on Cinnamon Tree Lake. The lake may be used for fishing subject to Rules and Regulations of the Association.

F. Common Walls.

1. The common walls shared by the homes and located on a line as more particularly described in Exhibit "B" which is attached hereto and made a part hereof, shall be common walls for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such home.

2. In the event of damage or destruction of the common walls from any cause whatsoever, other than the negligence or willful misconduct of a home owner, the home owners shall, at their joint expense, repair and rebuild said wall(s) and each homeowner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the common walls, such expense shall be shared equally by the owners of adjoining homes or their successors in title. Whenever any such wall or any part thereof, shall be rebuilt, it shall be erected in the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) homeowner, any expense incidental thereto shall be borne solely by such wrongdoer. If a homeowner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other homeowner may have such wall repaired or

reconstructed and shall be entitled to a lien on the home of the homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a homeowner shall give, or shall have given, a mortgage or mortgages upon his or her home, then the mortgagee shall have the full right at his or her option to exercise the rights of his or her mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowners. If a homeowner shall cease to use the wall as a common wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent homeowner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any homeowner removing his improvements from the common wall or making use of the common wall shall do so in such manner as to preserve all right of the adjacent homeowner in the wall, and shall save the adjacent homeowner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent patio homes shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent patio home to effect necessary repairs and reconstruction.

3. The owner of any home sharing a common wall with the adjoining home shall not possess the right to cut windows or other openings in the common wall, nor make any alterations, additions or structural changes in the common wall.

4. The owner of any such home shall have the right to the full use of said common walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining home or his enjoyment of said walls or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above described property is to be and remain a common wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said homes being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels (homes) having a common wall, this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one homeowner's property by any of the other homeowners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage and Property Owner's Association.

G. Easement to and from homeowners within clusters.

1. Each homeowner within a four-home cluster has from and gives to each other homeowner within said cluster an easement for utilities and mechanical devices and components needed for living purposes within each of said homes, said

easement to run through the common wall separating said homes, through or under the slab lying under each of said homes, and in the area lying between the ceiling and roof of each of said homes. This easement shall include maintenance to the extent and only to the extent that it does not disturb the living tranquility of the occupants of any home.

2. The above easements shall also run to the benefit of and use of any utility company serving the homes. In addition, wherever necessary there shall be an easement granted to utility companies placing meters on the exterior wall of any home for the purpose of serving other homes within the four-home cluster.

SECTION V. INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property, the Association Property, the entrance and each home shall be governed by the following provisions.

A. Authority to Purchase; Named Insured. All insurance policies upon the Common Property, and the Association Property, and individual homes shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Association individually, and as agent for the Association, the members without naming them, and mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members and the Association and mortgagees, as their interests may appear. The Insurance Trustee may be any bank in Martin County, Florida with trust powers, as may be designated by the Board of Directors of the Association.

B. Coverage.

1. Casualty Insurance. All buildings and insurable improvements on the Common Property, Association Property and individual homes shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

2. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property, and Association Property, and entrance, and insuring the Association and the members as their interests appear and Martin County, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000.00 each person, and \$2,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

3. Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

4. Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

5. Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

6. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association, and their respective servants, agents and guests.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of general assessments.

D. Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the members, and mortgagees, as their interest may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee designated by the Board of Directors of the Association. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal nor the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the members and the Association and mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

1. Common Property. Proceeds on account of damage to Common Property or the property of the Association shall be payable solely to the Association.

2. Mortgagees. In the event a mortgagee endorsement has been issued regarding an improvement, the shares of any homeowner shall be held in trust for the mortgagee and the homeowner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the homeowner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

2. Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

3. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.

4. Certificate. In making distribution to members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

F. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

SECTION VI. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the Cinnamon Tree Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by all the members of the Association that it shall not be reconstructed or repaired.

2. Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property is to be constructed or repaired.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Board of Directors of the Association.

C. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all members. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against the members in sufficient amount to provide funds for the payment of such costs.

E. Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from special assessments against members, shall be distributed in payment of such costs in the following manner:

1. Association. If the total of special assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such special assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such special assessments and disburse them in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of special assessments on account of such casualty, shall

constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

a. Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

b. Association – Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed equitably to the members.

d. Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the members upon special assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

F. Equitable Relief. In the event of major damage to or destruction of part of the Common Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for Martin County, Florida, for equitable relief.

SECTION VII. PERMITTED AND PROHIBITED USES AND PRACTICES

A. Lot Use. No lot or lots shall be used or occupied for any purpose other than residential.

B. Nuisances. No property owner shall do or permit to be done any act upon his property which is or may become a nuisance to other property owners.

C. Boats, Trailers and Motor Vehicles.

1. Parking of Motorcycles, Campers, Motor Homes, Trucks (excluding approved pickups), Boats, Trailers and all Commercial Vehicles of residents or visitors is prohibited in any areas of Cinnamon Tree. The cost of removal shall be at the owner's expense.

2. Parking on any landscaped area is prohibited. No parking is permitted outside of designated parking spaces. Bicycles should be ridden and parked so as not to create a hazard or a nuisance.

3. The owner or operator of any vehicle which drips excessive oil or grease, creates a nuisance, is a safety hazard or is inoperable for an extended period of time (48 hours) will be requested to remove such vehicle by the Board of Directors or their Designee, or Cinnamon Tree Property Owners Association will remove same at Owner's expense.

4. Major repairing of any vehicle is not permitted in Cinnamon Tree.

D. Unsightly Lots. No underbrush and/or any other unsightly growth shall be permitted to grow upon any lot, and no refuse or unsightly objects shall be allowed to remain thereon. In the event that any owner shall fail or decline to keep his lot free of underbrush, refuse and/or any other unsightly objects, then the Association, after providing the owner with written notice thereof, may seven (7) days after delivery thereof, enter upon said lot and remove same and assess the owner accordingly. Such entry shall not be deemed as a trespass. Any assessment made hereunder shall be subject to the filing of a lien therefore in the event said assessment is not paid.

E. Utilities. The central water distribution system and sewage collection system which is connected to the Martin County water supply system and sewage collection system for service of the property shall be used by all owners. Each owner shall remain connected to the water distribution main serving his or her single family homesite and his or her sewer line to the sewage collection line serving his or her single family homesite and shall pay all charges relating to service provided by such connection. Each owner shall maintain and repair his or her water and sewer lines up to the point of delivery and collection. No water shall be obtained from any lake, canal or water body. No septic tank or drainfield shall be allowed on any parcel.

F. Exterior Modifications. Single family homeowners shall not be permitted, except upon approval by the Board of Directors of the Association, to modify the exterior structural appearance or color of any single family home. Structural for this purpose shall include a fence and gate.

G. Sales and Rentals of Property. In order to acquaint new lessees with Cinnamon Tree's Rules and Regulations, and new owners with the Declaration of Covenants and Restrictions, the By-Laws and current financial report, any property

owner who desires to sell or lease his or her property must file an application with designated management personnel for review and submission to the Board.

The Application will be acted upon by the Board of Directors, which will ascertain that the potential Property Owner or Lessee is acquainted with the referenced documents, Rules and Regulations and any other pertinent information concerning Cinnamon Tree.

Applications must list all proposed occupants of the unit with a copy to the Board of Directors for the official file of The Association.

At any time a lessee leaves and is removed from the original application, a new application must be submitted.

No unit, all being two (2) bedroom units, shall be permanently occupied by more than four individuals.

H. Pets.

1. Residents may maintain one (1) domestic pet dog not weighing more than twenty-five (25) pounds or one (1) cat only. The following breeds and/or partial breeds are not permitted including, but not excluding those that may be deemed unacceptable at a later date:

- a. Akita
- b. Doberman Pinscher
- c. German Sheppard
- d. Pit Bull
- e. Rottweiler

Animals must be licensed and inoculated. All animals must be registered with the Association once a year. Visiting Guests may not bring pets into the community. Exotic pets, as defined by the Association, are not permitted.

2. All dogs and cats must be kept on a leash extending no more than six (6) feet and under proper control when outdoors. Cats can be leash trained and are not permitted loose outside the unit.

3. The pet owner is responsible for the immediate and sanitary removal of deposits left by their pet.

4. Under no circumstances are any pets permitted in any of the recreational areas.

5. Pets running loose will be picked up by the animal control;

6. Any owner, whose pet creates a disturbance or causes a nuisance, will be asked to remove the animal from Cinnamon Tree.

SECTION VIII. GENERAL PROVISIONS

A. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run and bind the Property and shall inure to the benefit of and be enforceable by, the Association or the owner of any home subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of fifty (50) years from the date this Declaration is recorded in the Public Records of Martin County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless by an affirmative vote of the then owners of two-thirds (2/3) of the homes who are voting in person or by proxy as have then been subjected to this Declaration, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the member in violation, provided such proceeding results in finding that such member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement. In addition to all other remedies, the Board of Directors of the Association shall have the authority to levy reasonable fines for the violations of the provisions of this Amended and Restated Declaration of Covenants and Restrictions for Cinnamon Tree, as well as the Rules and Regulations and By-Laws of Cinnamon Tree Property Owners Association, Inc., in accordance with Florida Statute §720.305(2)(2000) as amended from time to time.

B. Compliance with Applicable Laws. In addition to these restrictions and covenants, the members must abide by the laws and regulations of the State of Florida and County of Martin.

C. Notices. Any notice required to be delivered by any member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, post paid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing.

D. Severability. Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

E. Amendment. This Declaration may be amended at any time and from time to time upon the affirmative vote of Two-Thirds (2/3) of the members in person or by proxy.

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.

F. Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment the Association shall be relieved and released of all responsibility hereunder.

G. Failure of Association to Maintain Common Areas.

1. In the event that the Association (or any successor organization) fails at any time to maintain the Common Areas of the PUD in reasonable order and condition in accordance with the approved final amended development plans, then the Board can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the Common Areas 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 such organization appear before the Board 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 Areas 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 may be allowed, then the Board, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the Board may determine that it is or is not advisable for the County to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to County standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass, in no event shall any such entry, possession and maintenance be construed to give to the public or the County any right to use the Common Areas.

2. The Board may upon public hearing, with notice given and published in the same manner as above, return possession and maintenance of such Common Areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods.

3. The cost of such maintenance by the County, mentioned above, shall be assessed ratably against the real properties within the Planned Unit Development, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

H. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

I. Effective Date. This Revived Declaration shall become effective upon recording in the public records.

The legal descriptions and the current names of the home owners that will be subject to this document are listed on Attachment "A" attached hereto.

This Revived Declaration of Covenants and Restrictions for Cinnamon Tree has been approved by more than a majority of the home owners and the Department of Economic Opportunity as required by Florida Statutes §720.406(2012). The letter of approval by the Department of Economic Opportunity is attached hereto as Attachment "B".

The Articles of Incorporation of the Association as originally recorded at Official Records Book 524, Page 74 and amendment thereto recorded at Official Records Book 1442, Page 10 are attached hereto as Attachment "C". The Bylaws of the Association as originally recorded at Official Records Book 517, Page 1633, et. seq., public records of Martin County, Florida, and amended at OR Book 661, Page 531, et. seq., OR Book 991, Page 618, et. seq., and OR Book 1568, Page 2486, public records of Martin County, Florida, are attached hereto as Attachment "D".

The undersigned, Cinnamon Tree Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Revived Declaration of Covenants and Restrictions for Cinnamon Tree and assumes the duties and obligations imposed upon the undersigned hereunder.

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 21ST day of JANUARY, 2013.

WITNESSES AS TO PRESIDENT:

CINNAMON TREE PROPERTY OWNERS ASSOCIATION, INC.

Ralph Porcelli Donna Estabrook
Printed Name: DONNA ESTABROOKS

By: Ralph Porcelli
Ralph Porcelli, President

Robert S. Jordon-Hewitt
Printed Name: Robert S. Jordon-Hewitt

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me on Jun 21, 2013, by Ralph Porcelli, as President of Cinnamon Tree Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial Seal

MICHELE D. LOEFFLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE012754
Expires 7/28/2014

[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

CINNAMON TREE PROPERTY OWNERS ASSOCIATION, INC.

Eileen Pittman Donna Estabrook
Printed Name: DONNA ESTABROOKS

By: Eileen Pittman
_____, Secretary

Robert S. Jordon-Hewitt
Printed Name: Robert HEWITT

CORPORATE
SEAL



STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me on Jun 21, 2013, by Eileen Pittman as Secretary of Cinnamon Tree Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



MICHELE D. LOEFFLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE012754
Expires 7/28/2014

[Signature]
Notary Public

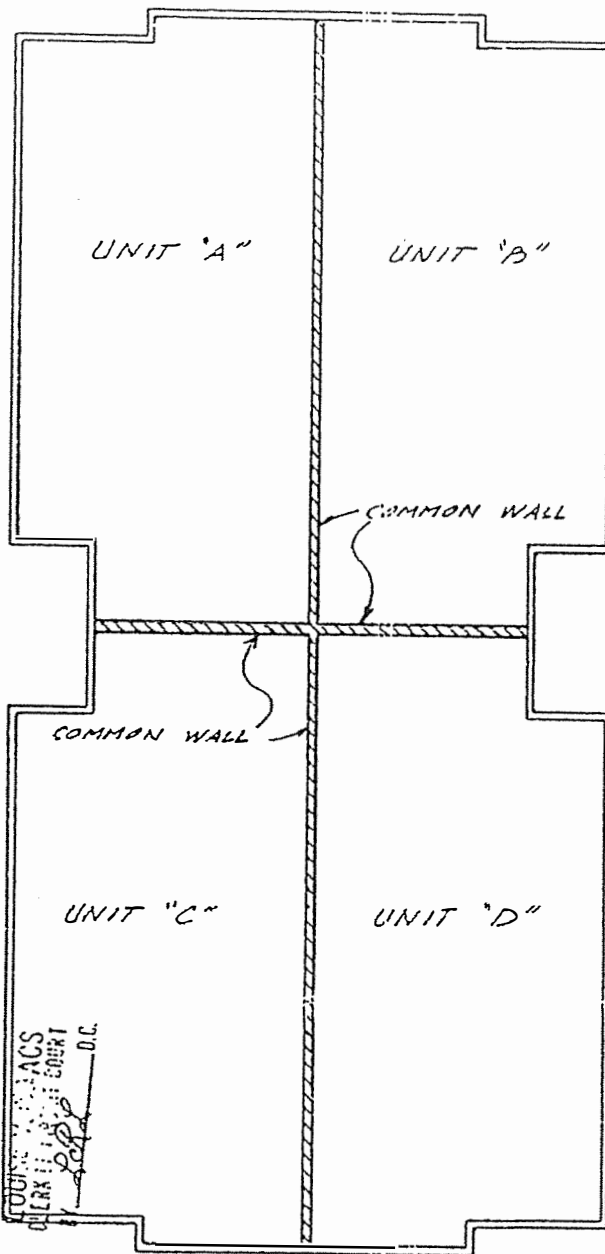
RECORD\RETURN TO:

Ross Earle & Bonan, P.A.
Post Office Box 2401, Stuart, Florida 34995

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 6, 7 and 8 East of R/W of U.S. #1
Block 4, Plat No. 1, ST. LUCIE GARDENS,
as Recorded in Plat Book 1, Page 35,
Public Records of St. Lucie (now Martin)
County, Florida.



FILED FOR RECORD
MARIN COUNTY, FLA.

81 JUN 17 11:07

COUNTY CLERK
MARIN COUNTY
D.C.
[Signature]

TYPICAL BUILDING PLAN

||||| INDICATES COMMON WALL

ON 524 PAGE 108
8007

EXHIBIT "B"

Condition of Document
suitable for Microfilming

ATTACHMENT "A"

LEGAL DESCRIPTIONS AND CURRENT NAMES OF LOT OWNERS

All Legal Descriptions are Home No. _____, Cinnamon Tree A P.U.D., according to the plat thereof as recorded in Plat Book 8, Page(s) 73, Public Records of Martin County, Florida.


Home No.	OWNER NAME	ADDRESS
102	JEFFREY MANZULLO	3901 NW CINNAMON CIRCLE
302	STUART SHIPE	3902 NW CINNAMON CIRCLE
		3903 PROMENADE WAY FORT PIERCE, FL 34982
101	DAVID CLINE	3903 NW CINNAMON CIRCLE
		60 GEMINI TRAIL MURPHY, NC 28906
301	KEITH & MIRAFLOR MACKIN	3904 NW CINNAMON CIRCLE
103	CINNAMON TREE POA	3905 NW CINNAMON CIRCLE
303	SHIRLEY KOHL	3906 NW CINNAMON CIRCLE
		6370 SW THOSTLE TERRACE PALM CITY, FL 34990
104	COLE PROPERTIES, LLC	3907 NW CINNAMON CIRCLE
		660 NE BAYBERRY LANE JENSEN BEACH, FL 34957
304	CAROL HARRINGTON	3908 NW CINNAMON CIRCLE
		PO BOX 6180 JENSEN BEACH, FL 34958-6180
202	SANDRA MANFREDI	3909 NW CINNAMON CIRCLE
504	NICHOLAS & VILMA LEONDAKIS	3910 NW CINNAMON CIRCLE
		C/O ROBERT BALL 1340 SAINT LAWRENCE DRIVE PALM BEACH GARD, FL 33410
201	DAVID RIZZO	3911 NW CINNAMON CIRCLE
		9425 SE FEDERAL HWY HOBE SOUND, FL 33455
502	ALBERT SALVATORE	3912 NW CINNAMON CIRCLE
		1048 NW JENSEN BEACH BLVD JENSEN BEACH, FL 34957
203	KIMBERLY PRATT	3913 NW CINNAMON CIRCLE

501	LORETTA MULIERO	3914 NW CINNAMON CIRCLE
204	LARRY & EILEEN PITTMAN	3915 NW CINNAMON CIRCLE
503	JOHN BELLAS	3916 NW CINNAMON CIRCLE 116 FIRGLADE AVE SPRINGFIELD, MA 01108-2506
604	DORIS BROWNE	3917 NW CINNAMON CIRCLE
404	RICHARD & VIRGINIA LEMOI	3918 NW CINNAMON CIRCLE
602	CHARLES WALLACE	3919 NW CINNAMON CIRCLE
402	KELLY M. POOLE	3920 NW CINNAMON CIRCLE
601	MAXIINE HAMILTON	3921 NW CINNAMON CIRCLE
401	FRANCIS MITCHELL	3922 NW CINNAMON CIRCLE 4267 NW FEDERAL HWY #167 JENSEN BEACH, FL 34957
603	GINA WEIG	3923 NW CINNAMON CIRCLE 3624 NW PIN OAK DRIVE JENSEN BEACH, FL 34957
403	DUANE & JOAN KOVATCH	3924 NW CINNAMON CIRCLE 5761 MAGNOLIA DRIVE PAINESVILLE, OH 44077
704	GEORGE & CORINNE LEO	3925 NW CINNAMON CIRCLE 21 ARDMORE ST WHITING, NJ 08759
702	JOANN KAY EVANGER	3927 NW CINNAMON CIRCLE 2026 SE MANTUA STREET PORT ST LUCIE, FL 34952
701	ARLENE STIRN	3929 NW CINNAMON CIRCLE
703	BILL & BRENDA WOOLSTON	3931 NW CINNAMON CIRCLE 3055 NW STONEY CREEK AVE JENSEN BEACH, FL 34957
804	DOUGLAS FLETCHER	3933 NW CINNAMON CIRCLE C/O RICHARD G. FLECHER 14 SOUTH GLEN RD KINNELON, NJ 07405
802	RENALD LESSARD	3935 NW CINNAMON CIRCLE 1820 NW JENSEN BEACH BLVD JENSEN BEACH, FL 34957
801	MICHAEL BORGER	3937 NW CINNAMON CIRCLE
803	TESSA AKLER	3939 NW CINNAMON CIRCLE

902	CHRISTOPHER & PATRICIA NARDONE	3941 NW CINNAMON CIRCLE 785 S VILLIER CT VIRGINIA BEACH, VA 23452
901	NICHOLE BROVA	3943 NW CINNAMON CIRCLE 8660 SW CRUDEN BAY COURT STUART, FL 34997
903	CESAR HERNANDEZ	3945 NW CINNAMON CIRCLE 2155 SW AZURE AVE PORT SAINT LUCI, FL 34953
904	BRENDA BURCH	3947 NW CINNAMON CIRCLE 4705 BUCHMAN DRIVE FT PIERCE, FL 34982
1004	SCHOONOVER ASSET MGMT IV, LLC	3949 NW CINNAMON CIRCLE 4704 DORCHESTER ROAD NORTH CHARLESTO, SC 29405
1002	GEORGE KERSTETTER	3951 NW CINNAMON CIRCLE
1001	OLLIE LEE	3953 NW CINNAMON CIRCLE FINANICAL FREEDOM P.O. BOX 85400 AUSTIN, TX 78708
1003	DOMINICK & JAMES MAISTO	3955 NW CINNAMON CIRCLE 55 HILLCREST AVE EDISON, NJ 08817-3758
1202	CINNAMON TREE POA	3957 NW CINNAMON CIRCLE
1201	TACY MIDDLETON	3959 NW CINNAMON CIRCLE
1203	DORA BORELLI (LUIGI MOSCIARI)	3961 NW CINNAMON CIRCLE
1204	EDWARD & CLAUDIA KENNEY	3963 NW CINNAMON CIRCLE 46 DEAN ROAD WAYLAND, MA 01778
1102	FRANK & DOROTHEA GIAMPIETRO	3965 NW CINNAMON CIRCLE 111 SHADYSIDE DRIVE LONGMEADOW, MA 01106
1101	DEBORA GREEN (RALPH & CARLA GREEN)	3967 NW CINNAMON CIRCLE 3141 SE MORNINGSIDE BLVD PORT ST LUCIE, FL 34952

1103	DEBORAH MELDRUM	3969 NW CINNAMON CIRCLE 14236 HENDRICKS AVE WARREN, MI 48089
2302	MICHAEL & PATRICIA DIBIASE	3970 NW CINNAMON CIRCLE 96 POND VIEW DRIVE KINGSTON, MA 02364
1104	WILLIE MAE PETTWAY	3971 NW CINNAMON CIRCLE
2301	ATUL V. PATEL	3972 NW CINNAMON CIRCLE 2614 SW RIVER DRIVE PORT ST LUCIE, FL 34984
1304	GREGORY & CHRISTINA NARDONE	3973 NW CINNAMON CIRCLE 15 BROOKDALE DRIVE BAYSHORE, NY 11706
2303	ROBERT & ROBERTA STETSON	3974 NW CINNAMON CIRCLE 115 NORTH VIEW CIRCLE HAYESVILLE, NC 28904
1302	MARYLIN MCCURRACH	3975 NW CINNAMON CIRCLE
2304	CRS, LLC	3976 NW CINNAMON CIRCLE 2355 NE OCEAN BLVD 3B STUART, FL 34996
1303	WILLIAM & MAUREEN NARDONE	3977 NW CINNAMON CIRCLE 15 ANTARCTIC STREET BAYSHORE, NY 11706
1301	WILLIAM & MARGARET NARDONE	3979 NW CINNAMON CIRCLE 370 BROOK AVENUE BAYSHORE, NY 11706
2402	ANTHONY MALIZIA	3980 NW CINNAMON CIRCLE 142 HOYT AVE DARIEN, CT 06820-3010
1404	MARY GAIL FIGGINS	3981 NW CINNAMON CIRCLE
2401	BJORN E. & SALLY P. WEIG	3982 NW CINNAMON CIRCLE P.O. BOX 500-788 MARATHON, FL 33050
1402	MAUREEN ROSS	3983 NW CINNAMON CIRCLE C/O MAUREEN ERB 1581 SW APACHE AVENUE PORT ST LUCIE, FL 34985
2403	DAVID BARNETT	3984 NW CINNAMON CIRCLE

1401	FLAGSTAR BANK	3985 NW CINNAMON CIRCLE 5151 CORPORATE DRIVE MAIL STOP S-124-3 TROY, MI 48098
2404	KAREN DEVOE	3986 NW CINNAMON CIRCLE 8 CEDAR PLACE MASTIC, NY 11950
1403	ROY & MARY LUCIEN	3987 NW CINNAMON CIRCLE 231 PEARL STREET RONKONKOMA, NY 11779
2504	STEPHEN H PURDY	3988 NW CINNAMON CIRCLE 411 WALNUT STREET # 3901 GREENCOVE SPRIN, FL 32043
1504	MARY FORT BOYLE	3989 NW CINNAMON CIRCLE 6 JOYCE STREET MYSTIC, CT 06355
2502	LORRAINE WOLFE	3990 NW CINNAMON CIRCLE
1502	ROSALINA LIFTCHILD	3991 NW CINNAMON CIRCLE C/O DOUGLAS CIOFFERO 3991 NW CINNAMON CIRCLE JENSEN BEACH, FL 33495
2501	ROBERT GENDREAU	3992 NW CINNAMON CIRCLE 4225 NE SUNSET DRIVE JENSEN BEACH, FL 34957
1501	ARNOLD ANDERSON	3993 NW CINNAMON CIRCLE 4699 WESLEYAN WOODS DRIVE MACON, GA 31210
2503	RICHARD HERSEE	3994 NW CINNAMON CIRCLE
1503	KENNETH & CECELIA VERONESI	3995 NW CINNAMON CIRCLE
2702	ATSUKO BAYLESS	3996 NW CINNAMON CIRCLE
1604	MICHAEL JOSEPH	3997 NW CINNAMON CIRCLE
2701	CINNAMON TREE POA	3998 NW CINNAMON CIRCLE
1602	MARK & LAURIE WHARTON, TRUST	3999 NW CINNAMON CIRCLE 2067 PALM DALE DR SW WYOMING, MI 49519
2703	PATRICIA LEO & RICHARD WEIG	4000 NW CINNAMON CIRCLE 1004 BERME ROAD HIGH FALLS, NY 12440

1601	LOIS MACDONALD	4001 NW CINNAMON CIRCLE 2165 STROHM AVE TRENTON, MI 48183-1842
2704	CINNAMON TREE POA	4002 NW CINNAMON CIRCLE 4160 NW CINNAMON CIRCLE JENSEN BEACH, FL 34957
1603	DONALD & RUTH WELCH	4003 NW CINNAMON CIRCLE
2604	ELIZABETH VOORHEES	4004 NW CINNAMON CIRCLE
1704	GARY & CATHERINE SWIDER	4005 NW CINNAMON CIRCLE 2146 NW TILIA TRAIL STUART, FL 34994
2602	DOMINICK & JAMES MAISTO	4006 NW CINNAMON CIRCLE 55 HILLCREST AVE EDISON, NJ 08817-3758
1702	STEPHEN P. SPYNTIUK	4007 NW CINNAMON CIRCLE 3746 FERDALE DRIVE WANTAGH, NY 11793
2601	ARTHUR PEDONTI	4008 NW CINNAMON CIRCLE
1701	DAVID VANCE	4009 NW CINNAMON CIRCLE 517 SE THORNHILL DR PORT ST LUCIE, FL 34983
2603	DENISE M. CINTRON	4010 NW CINNAMON CIRCLE 211 NW MAGNOLIA LAKES BLVD PORT ST LUCIE, FL 34986
1703		4011 NW CINNAMON CIRCLE 1843 NW 22ND STREET STUART, FL 34994
1804	CAROL & MICHAEL HAJDUK	4013 NW CINNAMON CIRCLE PSC 1005 Box 57
1802	MICHAEL RADICONE	4015 NW CINNAMON CIRCLE 14 VALLEYWOOD DRIVE HUNTINGTON STAT, NY 11746
1801	CAROLYN & NANCY WILKINSON	4017 NW CINNAMON CIRCLE
1803	NANCY HESS	4019 NW CINNAMON CIRCLE 2050 SE RAINER RD PORT ST LUCIE, FL 34952

1902	WARREN JESS MCALLISTER	4021 NW CINNAMON CIRCLE PO BOX 1162 JENSEN BEACH, FL 34958-1162
1901	MICHAEL & MEGAN MORTEL	4023 NW CINNAMON CIRCLE 713 SE RIVERSIDE DRIVE STUART, FL 34994
1903	ROBERT O'HARA SR, TRUST	4025 NW CINNAMON CIRCLE C/O ROBERT O'HARA JR. 9882 SHERWOOD DRIVE CINCINNATI, OH 45231
1904	ROBERT PIEKARSKIE	4027 NW CINNAMON CIRCLE 728 NW WATERLILY PLACE JENSEN BEACH, FL 34957
2004	JASON WALPERT (LACY EVANS)	4029 NW CINNAMON CIRCLE 315 CASEY LN ROCKVILLE, MD 20850-3277
2002	VIRGINIA POTTER	4031 NW CINNAMON CIRCLE
2001	CARMELLA ADAMS	4033 NW CINNAMON CIRCLE
2003	STUART SHIPE	4035 NW CINNAMON CIRCLE 3903 PROMENADE WAY FORT PIERCE, FL 34982
2104	JOHN M KELLY	4037 NW CINNAMON CIRCLE 58 REDNECK AVE LITTLE FERRY, NJ 07643
2102	JOHN KELLY	4039 NW CINNAMON CIRCLE 58 REDNECK AVE LITTLE FERRY, NJ 07643
2101	WILLIAM WINTER / DONALD MILLER	4041 NW CINNAMON CIRCLE C/O DONALD MILLER CPA 2200 W HIGGINS ROAD STE 250 HOFFMAN ESTATES, IL 60169
2103	ALFRED & ANNE VALERO	4043 NW CINNAMON CIRCLE
2202	ROBERT J. NEWTON	4045 NW CINNAMON CIRCLE
2201	PATRICA A. LEO	4047 NW CINNAMON CIRCLE 1004 BERME ROAD HIGH FALLS, NY 12440

2203	JOHN & ELIZABETH HATZIDAKAS	4049 NW CINNAMON CIRCLE 3957 NW CINNAMON CIRCLE JENSEN BEACH, FL 34957
2204	MICHAEL & LEANNE RUBY	4051 NW CINNAMON CIRCLE 545 6TH STREET BEAVER, PA 15009
2804	MILDRED CUNNINGHAM	4052 NW CINNAMON CIRCLE P.O. BOX 399 DEEP GAP, NC 28618
3002	DENISE BENTLEY	4053 NW CINNAMON CIRCLE
2802	SUELY TEDESCHI	4054 NW CINNAMON CIRCLE
3001	KAREN MCLAUGHLIN	4055 NW CINNAMON CIRCLE
2801	MARY LOU RICHARDS (PATRICA PILLER)	4056 NW CINNAMON CIRCLE 2231 SW MANELE PALCE PALM CITY, FL 34990
3003	TIM & HELENA WRESCH	4057 NW CINNAMON CIRCLE 37 CHAFFEE AVE ALBERTSON, NY 11507
2803	MARLENE L. RIVERA	4058 NW CINNAMON CIRCLE
3004	MICHAEL & MEGAN MORTEL	4059 NW CINNAMON CIRCLE 713 SE RIVERSIDE DRIVE STUART, FL 34994
2904	ELIZABETH SMALLWOOD	4060 NW CINNAMON CIRCLE
3102	DOROTHY COSTELLO	4061 NW CINNAMON CIRCLE
2902	ALISON VAN HELMOND (PAUL & DIANE VAN HELMOND)	4062 NW CINNAMON CIRCLE 252 ESTELLE AVENUE HOLBROOK, NY 11741
3101	MIRIAM & JOSEPH LECH	4063 NW CINNAMON CIRCLE 31 HAVESON AVE LAWRENCEVILLE, NJ 08648
2901	CHARLES TORNATORE	4064 NW CINNAMON CIRCLE
3103	NICHOLAS BONELLI JR	4065 NW CINNAMON CIRCLE 48 DENNIS STREET NEW HYDE PARK, NY 11040
2903	LINDA HANSON	4066 NW CINNAMON CIRCLE 1A CEDAR LANE GLENHEAD, NY 11545

3104	WILLIAM & DAWN MEHLER (WILLIAM & FRANCES MEHLER)	4067 NW CINNAMON CIRCLE 2734 SW HAMILTON AVE PORT SAINT LUCI, FL 34987
3504	RENETTE MARCON	4068 NW CINNAMON CIRCLE
3202	DAVID ROGISH	4069 NW CINNAMON CIRCLE 5904 NW WHITE CAP ROAD PORT ST LUCIE, FL 34986
3502	RUSSELL & EVELYN HOBART	4070 NW CINNAMON CIRCLE
3201	KASIK R. & FRANCES MULARSKI	4071 NW CINNAMON CIRCLE 401 E. 20TH AVE SPOKANE, WA 99203
3501	JASON DROST	4072 NW CINNAMON CIRCLE 8664 SW CRUDEN BAY COURT STUART, FL 34997
3203	JOANNE CANNATA	4073 NW CINNAMON CIRCLE 94 SW HIDEAWAY PLACE STUART, FL 34994
3503	ALAN SCHREIER	4074 NW CINNAMON CIRCLE
3204	JOSEPH ORAPALLO	4075 NW CINNAMON CIRCLE 94 SW HIDEWAY PLACE STUART, FL 34994
3302	CINNAMON TREE POA	4077 NW CINNAMON CIRCLE 4160 NW CINNAMON CIRCLE JENSEN BEACH, FL
3301	ROBERT & JANE CROWELL	4079 NW CINNAMON CIRCLE 51 A STREET HULL, MA 02045-1959
3303	LEO & FLORENCE OLIVIER	4081 NW CINNAMON CIRCLE
3304	KELLY HART	4083 NW CINNAMON CIRCLE
3404	PENSCO TRUST COMPANY* (JAMES CANNATA 20003975 PENSCO TRUST CO FBO CANNATA	4085 NW CINNAMON CIRCLE P.O. BOX 26903 SAN FRANCISCO, CA 34952
3402	LINDA MAZUR	4087 NW CINNAMON CIRCLE 374 MARIGOLD LN LINCOLN, CA 95648-8121
3401	ELIZABETH HATZIDAKIS (ADRIENNE HATZIDAKIS)	4089 NW CINNAMON CIRCLE 330 W 16TH STREET DEER PARK, NY 11729

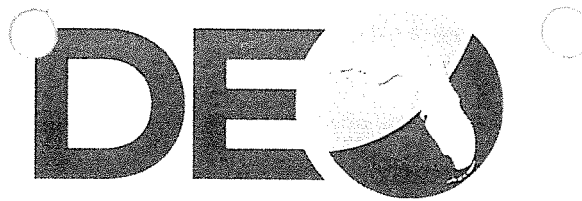
3403	JANET RUSSELL	4091 NW CINNAMON CIRCLE C/O GREGORY MCCABE 4091 NW CINNAMON CIRCLE JENSEN BEACH, FL 34957
3602	ROBERT KOSCIELNY	4092 NW CINNAMON CIRCLE 23535 QUAIL HOLLOW WESTLAKE, OH 44145
3704	GIACOMO & JOANNE CANGEMI	4093 NW CINNAMON CIRCLE 89 OLIVE STREET REVERE, MA 02151
3601	ROBERT & DOROTHY MARKLUND TRUST	4094 NW CINNAMON CIRCLE 15431 SUSANNA CIRCLE LIVONIA, MI 48154
3702	GERARD KNEUER	4095 NW CINNAMON CIRCLE 6 KATIE WAY CENTER MORICHES, NY 11934
3603	VAN SANGAS ENTERPRISES, INC.	4096 NW CINNAMON CIRCLE PO BOX 86 STUART, FL 34995
3701	JOHN & SAMEERA DELEON	4097 NW CINNAMON CIRCLE 104 GEMINI CT VICTORIA, TX 77901-2416
3604	KATHLEEN KELLER	4098 NW CINNAMON CIRCLE
3703	MARY SHEEHAN	4099 NW CINNAMON CIRCLE
3802	ELAINE & DONALD DEFENTHALER	4101 NW CINNAMON CIRCLE
4102	GAIL GUIDONI	4102 NW CINNAMON CIRCLE 4102 NW CINNAMON CIRCLE JENSEN BEACH, FL 34957
4103	NANCY NEWCOME, TRUST	4103 NW CINNAMON CIRCLE
4101	THOMAS LADUCA (LINDA GREEN)	4104 NW CINNAMON CIRCLE 176 WENDOVER ROAD ROCHESTER, NY 14610
3803	COLLEEN SCULLIN, LIFE ESTATE	4105 NW CINNAMON CIRCLE
3801	GAIL GUIDONI	4106 NW CINNAMON CIRCLE
3804	THOMAS & MARY ROSE DOBBS	4107 NW CINNAMON CIRCLE 10 LOUGHLIN DRIVE SHIRLEY, NY 11967

4104	JOHN WELLING JR	4108 NW CINNAMON CIRCLE 5706 SE MATOUSEK STREET STUART, FL 34997
3904	JUDITH BURCH	4109 NW CINNAMON CIRCLE PO BOX 1676 JENSEN BEACH, FL 34958-1676
4204	NEYDE ROSSE	4110 NW CINNAMON CIRCLE 9650 S. OCEAN DRIVE # 501 JENSEN BEACH, FL 34957
3902	PAUL HENNARD	4111 NW CINNAMON CIRCLE 2085 SW SCORPIO LANE PORT SAINT LUCI, FL 34984
4202	BARBARA BENNETT (REX CANTRELL)	4112 NW CINNAMON CIRCLE 3641 SW 47TH AVENUE WEST PARK, FL 33022
3901	ALLYSON FLETCHER	4113 NW CINNAMON CIRCLE 14 SOUTH GLEN ROAD KINNELON, NJ 07405
4201	JOHN FOX	4114 NW CINNAMON CIRCLE 1612 NW MARSH CREEK DRIVE JENSEN BEACH, FL 34957
3903	ACHILLE & TERESA GARRITANO, TR	4115 NW CINNAMON CIRCLE 103 SW ST LUCIE LANE STUART, FL 34994
4203	ROLAND & JANET MENNELLA	4116 NW CINNAMON CIRCLE PO BOX 64 BRIGHTWATERS, NY 11718
4004	RICHARD R. LATESSA	4117 NW CINNAMON CIRCLE 320 RIVERSIDE DRIVE, 13-E NEW YORK, NY 10025
4002	JESSICA STEWART	4119 NW CINNAMON CIRCLE
4001	ELLY VIZACHERO, TRUST	4121 NW CINNAMON CIRCLE
4003	KATHRYN HUNTINGTON (TRICIA STANIS)	4123 NW CINNAMON CIRCLE C/O DANIEL HUNTINGTON 55 GRAND STREET READING, MA 02143

ATTACHMENT "B"

LETTER OF APPROVAL BY DEPARTMENT OF ECONOMIC OPPORTUNITY

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT *of*
ECONOMIC OPPORTUNITY

FINAL ORDER NO. DEO-13-001

January 11, 2013

Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
Royal Palm Financial Center, Suite 100
789 South Federal Highway
Stuart, FL 34994

Re: Cinnamon Tree

Dear Ms. Bonan:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Cinnamon Tree community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Cinnamon Tree Property Owners Association, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

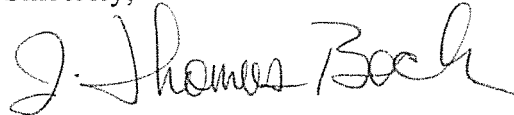
Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning this matter, please contact T. Christopher Long, Assistant General Counsel, at (850) 717-8530, or Paul Piller, Community Program Administrator, at (850) 717-8501.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Thomas Beck". The signature is fluid and cursive, with the first name "J." and last name "Beck" clearly distinguishable.

J. Thomas Beck, AICP
Director, Division of Community Development

NOTICE OF RIGHTS

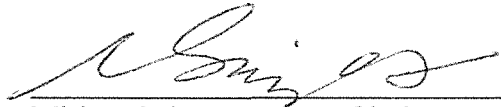
THIS DETERMINATION CONSTITUTES FINAL AGENCY ACTION UNDER CHAPTER 120, FLORIDA STATUTES. ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(B)(1)(c) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE **FILED** WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BUILDING, MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN THIRTY (30) DAYS AFTER THE DATE THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK, WHOSE NAME AND INDICATED APPEAR BELOW. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

AN INTERESTED PARTY WAIVES ITS RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 11th day of January, 2013.



Miriam Snipes, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
Royal Palm Financial Center, Suite 100
789 South Federal Highway
Stuart, Florida 34994

By interoffice delivery:

T. Christopher Long, Assistant General Counsel
Paul Piller, Community Program Manager, Division of Community Planning

11/11/13