

**REVIVED  
RESERVATIONS AND RESTRICTIVE COVENANTS  
FOR  
RAINTREE FOREST,**

**A Private Unrecorded Subdivision**

The attached First Restatement of Reservations and Restrictive Covenants for Raintree Forest has been approved for the purpose of reviving the Reservations and Restrictive Covenants as originally recorded at Official Records Book 325, Page 1753, et seq., amended at O.R. Book 628, Page 2956, et seq. and amended and restated at O.R. Book 1199, Page 1785, et seq., public records of St. Lucie County, Florida.

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

These Revived Reservations and Restrictive Covenants have been approved by more than a majority of the lot owners and the Department of Economic Opportunity as required by Florida Statutes §720.406(2020). The letter of approval by the Department of Economic Opportunity is attached hereto as Attachment "B".

The Articles of Incorporation of the Association are attached hereto as Attachment "C" and the Bylaws of the Association are attached hereto as Attachment "D". The undersigned, Raintree Forest Property Owners' Association, Inc., hereby consents to the terms and conditions contained in the foregoing Revived Reservations and Restrictive Covenants for Raintree Forest 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 13 day of August, 2021.

*[Signature Page to follow]*

WITNESSES AS TO PRESIDENT:

Holly Seide  
Print Name: Holly Seide  
Michael Payuk  
Print Name: Michael Payuk

RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

By: Maureen Payuk  
MAUREEN PAYUK, President

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [  ] physical presence or [  ] online notarization, by Maureen Payuk, as President of Raintree Forest Property Owners' Association, Inc., [  ] who is personally known to me, or [  ] who has produced P.K. as identification on August 13, 2021.

Notarial Seal



Rhonda C. Bielefeldt  
Notary Public  
Print Name: Rhonda C. Bielefeldt  
My Commission Expires: 05/13/22

WITNESSES AS TO SECRETARY:

Holly Seide  
Print Name: Holly Seide  
Rhonda C. Bielefeldt  
Print Name: Rhonda C. Bielefeldt

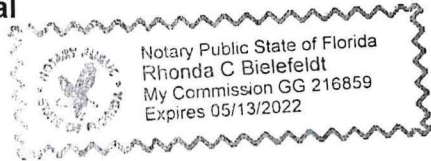
RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

By: Mary Krause  
Mary Krause, Secretary

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [  ] physical presence or [  ] online notarization, by Mary Krause, as Secretary of Raintree Forest Property Owners' Association, Inc., [  ] who is personally known to me, or [  ] who has produced P.K. as identification on August 13, 2021.

Notarial Seal



Rhonda C. Bielefeldt  
Notary Public  
Print Name: Rhonda C. Bielefeldt  
My Commission Expires: 05/13/22





JoAnne Holman, Clerk of the Circuit Court - St. Lucia County  
File Number: 1693497 OR BOOK 1199 PAGE 1785  
Recorded: 01-28-99 08:27 A.M.

**FIRST RESTATEMENT OF RESERVATIONS AND  
RESTRICTIVE COVENANTS FOR RAINTREE FOREST,  
a Private Unrecorded Subdivision**

This First Restatement of the Reservations and Restrictive Covenants of Raintree Forest, a Private Unrecorded Subdivision (the "Subdivision") is made and entered into by a majority of the record owners of lots in the Subdivision.

WITNESSETH:

WHEREAS, by instrument dated June 15, 1979 and recorded at Official Record Book 325, Page 1753, public records of St. Lucie County, Florida, as amended by instrument dated March 3, 1989, recorded at O.R. Book 628, Page 2956, public records of St. Lucie County, Florida (the "Restrictive Covenants"), certain reservations and restrictive covenants for the Subdivision have been established of record, and

WHEREAS, Section 18 of the Restrictive Covenants provides that the restrictions and covenants set forth therein may be amended from time to time by recording an instrument among the public records of St. Lucie County, Florida, signed by a majority of the then record owners of lots in the Subdivision, and

WHEREAS, attached as Exhibit "A" hereto is a listing of all of the current record title owners of lots (each referred to as a "Lot") within the Subdivision (the "Owners"), and

WHEREAS, a majority of the Owners wish to amend and restate Restrictive Covenants for the Subdivision as hereinafter provided,

NOW, THEREFORE, by this Agreement, the Restrictive Covenants for the Subdivision are hereby amended to read as follows:

**I. PROPERTY SUBJECT TO THE RESTRICTIVE COVENANTS**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Restrictive Covenants is located in St. Lucie County, Florida, and comprises all the parcels, platted or unplatted within or upon the property legally described as: That part of the West 858 Feet of the NW 1/4 of the NW 1/4 lying North of Canal 71, Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida (said property being hereinafter referred to as the "Property").

**II. PROPERTY RIGHTS**

Section 1. Title to Common Areas. The common areas of the Subdivision have been previously conveyed to the Raintree Forest Property Owners Association, Inc. (the "Association"). The common areas are described on Exhibit "B" attached hereto (hereinafter the "Common Areas").

*Prepared by and Return to:  
Bruce R. Abernathy Jr. Esq.  
900 Virginia Ave. Ste 6*

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the rules and regulations governing use and enjoyment of the Common Areas adopted by the Association.

**III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is a record fee simple owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot. Irrespective of the number of occupants, owners, partners, etc., each Lot shall be represented by one membership.

Section 2. Voting rights. Each member shall be entitled to one (1) vote as hereinafter provided. However, in no event shall any member be entitled to cast such a vote if any payments and/or assessments shall be delinquent at the time of such voting. Members of the Board of Directors of the Association shall be elected annually for a term of one (1) year by the majority vote of the members of the Association.

**IV. COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations for Assessments. Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established, and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date established by the Association at the rate of eighteen percent (18%) per annum and together with the costs of collection thereof (including reasonable attorneys' fees incurred by the Association in the collection effort whether or not any formal action involving the filing of a complaint has been undertaken), shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner.

Section 2. Purposes of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Subdivision, and in particular for the improvements and maintenance of any Common Area and any easements in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for



such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Members' Approval of Annual Assessments. Assessments set by the Board of Directors of the Association must be approved by a majority of the members of the Association present at a meeting duly called and noticed and at which a quorum is present, called for the purpose of approving such assessments.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be assessed equally against each Lot in the Subdivision, i.e., each lot shall bear the same assessment.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Board may levy in any assessment year a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. Any assessment shall be payable on or in advance of the due date in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment, against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the members of the Association. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, the Personal Obligations, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof (including reasonable attorneys' fees incurred by the Association in the collection effort whether or not any formal action involving the filing of a complaint has been undertaken), become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), and the Owner's heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring any action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, 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. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessment. The written opinion of an officer of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

#### V. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, after providing thirty (30) days advance written notice to the affected Owner(s), provide maintenance upon any Lot or the improvements thereon requiring the same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty or quality of the neighborhood, which maintenance shall extend to paint, repair, roof



repair, and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees from the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Sunday.

#### VI. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, or other improvements shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee (ARC). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit "D," as the same may be amended from time to time by the Association.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of not less than three (3) members, who are members of the Association. Members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall

constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

Section 3. Powers and Duties of the ARC. The ARC shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective unless adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the Subdivision. The ARC shall review all plans for said improvements, it being the intent of the Owners to provide for sound and aesthetically pleasing development of the Subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structure and/or improvements, topography, and conformity to the Restrictive Covenants imposed hereunder.

Section 5. Procedure before the ARC. Prior to the commencement of any work on the premises contemplated for improvement, an application must be submitted to the ARC, together with such fully executed application form as may then be required by the ARC, and two complete sets of plans and specifications for any improvement or structure of any kind. No later than thirty (30) days after receipt of said plans, the ARC shall respond to the application in writing approving or disapproving said application. In the event the ARC fails to respond within said thirty (30) day period, the plans, as submitted, shall be deemed approved. In the event of disapproval of the plans as submitted, no work or construction shall commence in furtherance of the proposed improvements. In the event of approval of said plans, the applicant shall provide the ARC with written notice of the completion of the staking of the property. No further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within forty-eight (48) hours after receipt of said notice, (excluding Saturdays, Sundays, and legal holidays), said work shall be deemed approved, and this requirement shall be deemed waived by the ARC.



VII. RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business, or commercial mobile home or manufactured home building may be erected on any Lot and no business may be conducted on any part thereof. To maintain the private nature of the Subdivision, sales of merchandise open to the general public (commonly referred to as garage sales) shall be prohibited. No building or other improvements shall be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided, or reduced in size. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot.

Section 2. Antennas. No aerial or antenna shall be placed or erected or affixed in any manner to any building in the Subdivision between the front or roadside of any such building and the road right-of-way.

Section 3. Commercial Vehicles, Boats, Trailers, and Motor Homes. No commercial vehicles, boats, trailers, or motor homes shall be permitted to be parked in the Subdivision either upon a Lot or upon any of the Common Areas for a period of more than twenty-four (24) hours unless said vehicle is present and necessary in the actual construction or repair of buildings, and no commercial vehicles shall be parked anywhere within the Subdivision overnight. No visiting travel trailers, boats, or boat trailers shall be permitted to be parked within the Subdivision for more than a three (3) day period. Boats, trailers, and motor homes owned by an Owner and kept overnight within the Subdivision are to be parked so that they will not be conspicuously visible from the front property line or from the view of the roads or adjacent dwellings, and the parking area for any such vehicles shall be hidden by a privacy fence, wall, or vegetation buffer not less than six (6) feet in height so that they are not visible from the front property line, road, or adjacent dwellings.

Section 4. Automobile Storage Areas. No carports shall be permitted. All garages must have doors that are to be maintained in useful condition.

Section 5. Clothes Drying Areas. No portion of any Lot shall be utilized as an outdoor clothes drying area unless such area is enclosed by shrubbery, fences, or walls which shall screen the clothes drying area from the view of the roadway within the Subdivision and/or adjacent dwellings.

Section 6. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an unreasonable annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become an unreasonable nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 7. Signs. Except as provided below, no "for sale" or "for rent" signs shall be displayed to the public view on any Lot. Notwithstanding the above, one "For Sale" sign of a size not exceeding six (6) square feet in size may be maintained on a Lot within the Subdivision.

Section 8. Pets. No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats, and pet birds, which must be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other acts.

Section 9. Boarding Up. There shall be no boarding up of homes while they are vacant for a long period of time. There shall be allowed storm protection only in the event of, and during, the period of time a storm is likely to cause damage to the home.

Section 10. Maintenance. Each Lot shall be at least as well maintained as said Lot would be if it were in its natural state, provided, however, that nothing herein contained shall prohibit landscape improvements to a parcel or parcels, and provided, however, that this provision shall not be construed as not to require the reasonable mowing of lots from time to time in order to prevent overgrowth.

Section 11. Rental. Homeowners may rent their property at any one time to one immediate family only.

Section 12. Miscellaneous. No refuse pile, garbage pit, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot, and in the event that any Owner shall fail or refuse to keep his Lot free of garbage pits or refuse piles or other unsightly growths or objects, then the Association may upon ten (10) days advance written notice to the affected Owner(s) enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 13. Utility Easements. There shall be reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incident to the development of the facilities such easements as are necessary for said purposes and there shall also be reserved easements and



rights-of-way for constructing anchor guys for electric and telephone poles.

VIII. GENERAL PROVISIONS

Section 1. Duration. These Restrictive Covenants shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any of the Property subject to these Restrictive Covenants, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded, after which time said Restrictive Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the Owners of a majority of the Lots has been recorded, agreeing to abolish or amend these Restrictive Covenants in whole or in part.

Section 2. Remedies for Violation. Violation or breach of any condition, covenant, or restrictions herein contained shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of these Restrictive Covenants, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of the Restrictive Covenants. Expenses of litigation shall include a reasonable attorney's fee incurred by the Association in seeking such enforcement. In addition to the above, the Association shall have the right to impose fines in accordance with the provisions of Section 3 next below.

Section 3. Fines. In addition to the means for enforcement otherwise provided in the Restrictive Covenants, the Association's Bylaws, or the rules of the Association, or by law, the Association shall have the right to assess fines against a Lot, its owner, occupant, licensee, or invitee, in the manner provided herein.

- (1) The Board of Directors of the Association shall appoint a covenants enforcement committee which shall be charged with determining whether there is probable cause that any of the provisions of the Restrictive Covenants, the Bylaws, or the rules of the Association regarding the use of the Lot, Common Areas, or Association property are being or have been violated.
- (2) The Board of Directors of the Association shall also appoint a covenants review committee which shall consist entirely of Lot Owners other than members of the Board of

Directors, Officers, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, and which shall be charged with conducting the hearing and rendering the final decision with regard to the levy of fines as herein provided.

- (3) In the event that the covenants enforcement committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies if that person is not the Owner, of the specific nature of the alleged violation to include a statement of the provisions of the Restrictive Covenants, Bylaw, or rule which has been violated, a statement of the Association's position, and notice of the opportunity for a hearing upon request made within fourteen (14) days of the date of the sending the notice. The notice shall also specify that each recurrence of the alleged violation of each day during which it continues shall be deemed to be a separate offense, subject to a separate fine, all fines not to exceed fifty dollars (\$50.00) each and one thousand dollars (\$1,000.00) in the aggregate. The notice shall further specify that in lieu of requesting a hearing, the alleged violator or Lot Owner may respond to the notice, within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation to include the levying of any fine.
- (4) If a hearing is timely requested, the covenants review committee shall hold same, after giving the alleged violator at least fourteen (14) days written notice of the date, time, and place of the hearing. The covenants review committee shall hear any defense to the charges of the covenants enforcement committee, including any witnesses for the alleged violator, the Lot Owner, or the



covenants enforcement committee, and shall receive evidence and written or oral argument from the alleged violator on all issues involved or on any material considered by the covenants review committee. Any party at the hearing may be represented by counsel, and the hearing may be audio or video recorded.

- (5) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the covenants review committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the covenants review committee determines that there is sufficient evidence, it may notify the Board of Directors to levy a fine for each violation in the amount provided herein. If the covenants review committee determines that there is insufficient evidence, it shall terminate the proceedings. Any decision of the covenants review committee shall be made a part of the minutes of that meeting.
- (6) If the covenants review committee has notified the Board to levy a fine, the Board shall then, at a duly called meeting, and by vote of a majority, either approve the levy, reduce the levy, or waive the fine, but may not increase the fine or receive additional statements or arguments with regard to whether the fine should be levied.
- (7) Any fine pursuant to this section shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be due and payable within thirty (30) days from notice of the levy. Nothing herein shall be construed to interfere with any right that a Lot Owner may have to obtain from a violator occupying his Lot, payment in the amount of any fine or fines assessed against the Lot.
- (8) Further, nothing herein shall be construed as a prohibition of, or limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents, including but not limited to mediation, arbitration, or legal action for damages and/or injunctive relief.

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Section 4. Notices. Any notices required to be sent to any member or Owner under the provisions of these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. These Restrictive Covenants may be amended at any time and from time to time upon approval by Owners holding not less than a majority of the voting interests of the membership of the Association.

IN WITNESS WHEREOF, the undersigned Owners have caused this instrument to be executed as of the date indicated below.



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EXHIBIT "A"

LOT 1, BLOCK 1	MARK E. WHITE AND LORRI M. WHITE
LOT 2, BLOCK 1	CESAR CUMERMA
LOT 3, BLOCK 1	CHARLES D. MUCHNICK, SANFORD L. MUCHNICK, AND BENJAMIN GARFINKLE
LOT 4, BLOCK 1	CHARLES D. MUCHNICK, SANFORD L. MUCHNICK, AND BENJAMIN GARFINKLE
LOT 5, BLOCK 1	ELIZABETH HAWRYLUK
LOT 6, BLOCK 1	JOHN A. PFEIFFER AND TINA G. PFEIFFER
LOT 7, BLOCK 1	MARY HEALY BROWN
LOT 8, BLOCK 1	ALBERT E. KRAUSE, JR. AND MARY KRAUSE
LOT 9, BLOCK 1	DAVID L. CREW, SR. AND PAMELA H. CREW
LOT 10, BLOCK 1	HELEN LISA
LOT 11, BLOCK 1	WILLIAM A. DOLAN AND CAROL S. DOLAN
LOT 12, BLOCK 1	CHESTER B. GRIFFIN
LOT 13, BLOCK 1	STEPHEN G. REDSTONE AND BONNIE L. REDSTONE
LOT 14, BLOCK 1	CRAIG E. FRANCISCO AND MELANIE M. FRANCISCO
LOT 15, BLOCK 1	JERRY KREISER AND SUSAN KREISER
LOT 16, BLOCK 1	GERALD E. KREISER AND SUSAN E. KREISER
LOT 17, BLOCK 1	RICHARD J. AND PAMELA D. OSTERRIEDER
LOT 1, BLOCK 2	JEAN-MARIE DOSSOUS AND MARIE-ADELINE DOSSOUS
LOT 2, BLOCK 2	WARREN B. GRIFFIN AND REBECCA L. GRIFFIN
LOT 3, BLOCK 2	MICHAEL J. PICANO AND SANDRA K. PICANO
LOT 4, BLOCK 2	DONALD E. MULLINS

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LOT 5, BLOCK 2	BRUCE R. ABERNETHY, JR. AND BRIDGET U. ABERNETHY
LOT 6, BLOCK 2	PAT LUDOVICO AND LAURA LUDOVICO
LOT 7, BLOCK 2	ELIZABETH SCOTTO
LOT 8, BLOCK 2	WARREN B. GRIFFIN AND REBECCA L. GRIFFIN
LOT 9, BLOCK 2	STEPHEN NAPIER



Exhibit 'B'

OR BOOK 1199 PAGE 1799

PARCEL 1: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South  $89^{\circ}34'46''$  East, parallel with the North line of said Section 33, a distance of 124.40 feet, to the point of curvature of a radially tangent curve, said point being the POINT OF BEGINNING; thence run Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta angle of  $92^{\circ}02'01''$ , and an arc distance of 40.16 feet; thence run tangent to said curve, South  $02^{\circ}27'15''$  West, parallel with the West line of said Section 33, a distance of 589.51 feet, to the point of curvature of a radially tangent curve; thence run Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta angle of  $68^{\circ}53'00''$ , and an arc distance of 192.36 feet; thence run tangent to said curve, South  $66^{\circ}25'45''$  East, a distance of 367.70 feet, to the point of curvature of a radially tangent curve; thence run Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 50.00 feet, a delta angle of  $54^{\circ}10'04''$ , and an arc length of 47.27 feet, to the point of reverse curvature of a radially tangent curve; thence run Southeasterly, Northeasterly and Northwesterly along the arc of said curve being concave to the Northwest, having a radius of 50.00 feet, a delta angle of  $250^{\circ}23'59''$ , and an arc length of 218.52 feet, to the point of reverse curvature of a radially tangent curve; thence run Northwesterly along the arc of said curve being concave to the Northeast, having a radius of 50.00 feet, a delta angle of  $85^{\circ}06'54''$ , and an arc length of 74.28 feet; thence run tangent to said curve, North  $02^{\circ}27'15''$  East, parallel with the said West line of Section 33, a distance of 811.75 feet to the point of curvature of radially tangent curve; thence run Northerly and Easterly along the arc of said curve being concave to the Southeast, having a radius of 25.00 feet, a delta angle of  $87^{\circ}37'59''$ , and an arc length of 38.38 feet; thence run North  $89^{\circ}34'46''$  West, a distance of 110.07 feet, to the point of curvature of a radially tangent curve; thence run Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta angle of  $92^{\circ}02'01''$ , and an arc length of 40.16 feet; thence run tangent to said curve, South  $02^{\circ}27'16''$  West, parallel with the said West line of Section 33, a distance of 667.31 feet, to the point of curvature of a radially tangent curve; thence run Southwesterly along the arc of said curve being concave to the Northwest, having a radius of 100.00 feet, a delta angle of  $111^{\circ}07'00''$ , and an arc length of 193.94 feet; thence run tangent to said curve, North  $66^{\circ}25'45''$  West, a distance of 174.29 feet, to the point of curvature of a radially tangent curve; thence run Northwesterly along the arc of said curve being concave to the Northeast, having a radius of 100 feet, a delta angle of  $68^{\circ}53'00''$ , and an arc length of 120.22 feet; thence run tangent to said curve, North  $02^{\circ}27'15''$  East, parallel with the said West line of Section 33, a distance of 593.42 feet, to the point of curvature of a radially tangent curve; thence run Northerly and Easterly along the arc of said curve being concave to the Southeast, having a radius of 25.00 feet, a delta angle of  $87^{\circ}57'59''$ , and an arc length of 38.38 feet; thence run North  $89^{\circ}34'46''$  West, a distance of 110.07 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida, and containing 3.107 Acres, more or less.

PARCEL 2: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South  $89^{\circ}34'46''$  East, parallel with the North line of said Section 33, a distance of 210.34 feet; thence run South  $02^{\circ}27'15''$  West, parallel with the West line of said Section 33, a distance of 500.00 feet, to the POINT OF BEGINNING; thence run South  $73^{\circ}36'40''$  East, a distance of 181.63 feet; thence run North  $02^{\circ}27'15''$  East, a distance of 425.00 feet; thence run South  $89^{\circ}34'46''$  East, a distance of 10.00 feet; thence run South  $02^{\circ}27'15''$  West, a distance of 500.00 feet; thence run South  $58^{\circ}46'32''$  East, a distance of 195.15 feet, to a point on curvature; thence run Southwesterly, along the arc of said curve being concave to the Northwest, having a radius of 100.00 feet, a delta angle of  $92^{\circ}28'15''$ , and an arc length of 161.39 feet; thence run tangent to said curve, North  $66^{\circ}25'45''$  West, a distance of 174.29 feet, to the point of curvature of a radially tangent curve; thence run Northwesterly along the arc of said curve being concave to the Northeast, having a radius of 100.00 feet, a delta angle of  $68^{\circ}53'00''$ , and an arc length of 120.22 feet; thence run tangent to said curve North  $02^{\circ}27'15''$  East, a distance of 117.55 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida, and containing 1.326 Acres, more or less.



**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 5, BLOCK 2

Bruce R. Abernethy, Jr.  
BRUCE R. ABERNETHY, JR.

Bridget U. Abernethy  
BRIDGET U. ABERNETHY

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, BRUCE R. ABERNETHY, JR., who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25<sup>th</sup> day of January, 1998.  
1999



JANE L. BROCK  
MY COMMISSION # CC434188 EXPIRES  
February 12, 1999  
BONDED THRU TRIVY FARM INSURANCE, INC.

Jane L. Brock  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, BRIDGET U. ABERNETHY, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25<sup>th</sup> day of January, 1998.  
1999



JANE L. BROCK  
MY COMMISSION # CC434188 EXPIRES  
February 12, 1999  
BONDED THRU TRIVY FARM INSURANCE, INC.

Jane L. Brock  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:

OR BOOK 1199 PAGE 1802

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 7, BLOCK 1

Mary Healy Brown  
MARY HEALY BROWN

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, MARY HEALY BROWN, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1998.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY

NOTARY STAMP:



BRUCE R. ABERNETHY, JR.  
MY COMMISSION # CC452300 EXPIRES  
July 15, 1998  
BONDED THRU TROY FARM INSURANCE, INC.



OR BOOK 1199 PAGE 1803

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

~~LOT 6, BLOCK 2~~

*Pat Ludovico*  
PAT LUDOVICO  
*Laura Ludovico*  
LAURA LUDOVICO

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, PAT LUDOVICO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999.

*Bruce F. Abernethy, Jr.*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE F. ABERNETHY, JR.  
MY COMMISSION # 0048200 EXPIRES  
July 18, 1999  
BONDED TRULU TRULU FARM INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, LAURA LUDOVICO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999.

*Bruce F. Abernethy, Jr.*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE F. ABERNETHY, JR.  
MY COMMISSION # 0048200 EXPIRES  
July 18, 1999  
BONDED TRULU TRULU FARM INSURANCE, INC.

GR BOOK 1199 PAGE 1804

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 13, BLOCK 1

Stephen G. Redstone  
STEPHEN G. REDSTONE

Bonnie L. Redstone  
BONNIE L. REDSTONE

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, STEPHEN G. REDSTONE, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999.

Bruce R. Abernethy, Jr.  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE R. ABERNETHY, JR.  
MY COMMISSION IS OCCASIONALLY EXPIRES  
July 18, 1999  
BONDED THROUGH THE FIDELITY AND SURETY CO.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, BONNIE L. REDSTONE, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999.

Bruce R. Abernethy, Jr.  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE R. ABERNETHY, JR.  
MY COMMISSION IS OCCASIONALLY EXPIRES  
July 18, 1999  
BONDED THROUGH THE FIDELITY AND SURETY CO.

JOINDER OF LOT OWNER IN FIRST RESTATMENT OF RESERVATIONS AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 8, BLOCK 1

*Albert E. Krause, Jr.*  
ALBERT E. KRAUSE, JR.

*Mary Krause*  
MARY KRAUSE

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, ALBERT E. KRAUSE, JR., who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1959.

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE R. ABERNETHY, JR.  
MY COMMISSION & CO-MISSO EXPIRES  
July 13, 1960  
RENEWED THROUGH THE FLORIDA BAR ASSOCIATION, ETC.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, MARY KRAUSE, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1959.

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE R. ABERNETHY, JR.  
MY COMMISSION & CO-MISSO EXPIRES



JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 3, BLOCK 2  
Michael J. Picano  
MICHAEL J. PICANO  
Sandra K. Picano  
SANDRA K. PICANO

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, MICHAEL J. PICANO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1998.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
PRINTED NAME OF NOTARY BRUCE R. ABERNETHY, JR.  
NOTARY STAMP: MY COMMISSION # 00482300 EXPIRES July 18, 1998  
DONOR: TIFU TRU FARM INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, SANDRA K. PICANO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1998.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
PRINTED NAME OF NOTARY BRUCE R. ABERNETHY, JR.  
NOTARY STAMP: MY COMMISSION # 00482300 EXPIRES July 18, 1998  
DONOR: TIFU TRU FARM INSURANCE, INC.

OR BOOK 1199 PAGE 1807

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 15, BLOCK 1 AND LOT 16, BLOCK 1

[Signature]  
JERRY KREISER  
[Signature]  
SUSAN KREISER

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, JERRY KREISER, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
PRINTED NAME OF NOTARY  
NOTARY STAMP:

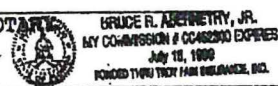


STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, SUSAN KREISER, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1999

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
PRINTED NAME OF NOTARY  
NOTARY STAMP:



**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 14, BLOCK 1


  
CRAIG E. FRANCISCO

  
MELANIE M. FRANCISCO

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, CRAIG E. FRANCISCO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1988.

  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY



BRUCE R. ABENNY, JR.  
MY COMMISSION & COPIES EXPIRE  
July 18, 1990  
BOUNDED TO THE STATE OF FLORIDA, U.S.A.



BRUCE R. ABENNY, JR.  
MY COMMISSION & COPIES EXPIRE  
July 18, 1990  
BOUNDED TO THE STATE OF FLORIDA, U.S.A.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, MELANIE M. FRANCISCO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24<sup>th</sup> day of January, 1988.

  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

PRINTED NAME OF NOTARY  
NOTARY STAMP:



BRUCE R. ABENNY, JR.  
MY COMMISSION & COPIES EXPIRE  
July 18, 1990



**JOINER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 17, BLOCK 1

*Richard J. Osterrieder*  
RICHARD J. OSTERRIEDER  
*Pamela D. Osterrieder*  
PAMELA D. OSTERRIEDER

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, RICHARD J. OSTERRIEDER, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 17 day of Feb, 1998.

*Linda Higgins*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
Linda Higgins  
PRINTED NAME OF NOTARY

NOTARY STAMP:  LINDA HIGGINS  
MY COMMISSION # CC442801 EXPIRES  
March 1, 1998  
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, PAMELA D. OSTERRIEDER, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18<sup>th</sup> day of February, 1998.

*Linda A. Harris*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
LINDA A. HARRIS  
PRINTED NAME OF NOTARY

OFFICIAL NOTARY SEAL  
LINDA A. HARRIS

OR BOOK 1199 PAGE 1810

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 7, BLOCK 2

Elizabeth Scott  
ELIZABETH SCOTTO

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, ELIZABETH SCOTTO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of February, 1998.

Dorothy M. Davis  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE. DOROTHY M DAVIS

PRINTED NAME OF NOTARY

NOTARY STAMP:

OFFICIAL NOTARY SEAL  
DOROTHY M DAVIS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC641622  
MY COMMISSION EXP. MAY 16, 2001

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 9, BLOCK 1

*David L. Crew, Sr.*  
DAVID L. CREW, SR.  
*Pamela H. Crew*  
PAMELA H. CREW

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, DAVID L. CREW, SR., who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of March, 1998.



*Lori M. Hemings*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
LORI M. HEMINGS  
PRINTED NAME OF NOTARY  
NOTARY STAMP:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, PAMELA H. CREW, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of March, 1998.



*Lori M. Hemings*  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.  
LORI M. HEMINGS  
PRINTED NAME OF NOTARY  
NOTARY STAMP:



OR BOOK 1199 PAGE 1812

**JOINER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 4, BLOCK 2

Donald E. Mullins  
DONALD E. MULLINS

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

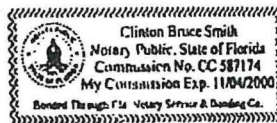
Before me personally appeared, DONALD E. MULLINS, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 27th day of February, 1998.

Clinton B. Smith  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

CLINTON B. SMITH  
PRINTED NAME OF NOTARY

NOTARY STAMP:



OR BOOK 1199 PAGE 1812-A

**JOINDER OF LOT OWNER IN FIRST RESTATEMENT OF RESERVATIONS  
AND RESTRICTIVE COVENANTS FOR RAINTREE FOREST**

Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 12, BLOCK 1

  
\_\_\_\_\_  
CHESTER B. GRIFFIN

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Before me personally appeared, CHESTER B. GRIFFIN, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26th day of January, 1998.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

MARCIA L. HEFFELFINGER  
\_\_\_\_\_  
PRINTED NAME OF NOTARY

NOTARY STAMP:



Marcia L. Heffelfinger  
MY COMMISSION # 0039343 EXPIRES  
April 18, 2000  
BOOKED THERE THEY PAY YOURSELF, BIL.

**ATTACHMENT "A"**  
**LEGAL DESCRIPTIONS**  
**AND**  
**CURRENT NAMES & ADDRESSES OF LOT OWNERS**



<p>David L. Atkins 3601 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 1, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 88°34'46" East, parallel to the North line of said Section 33, a distance of 124.40 feet, to the Point of Curvature of a radially tangent curve; thence Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta of 92°02'01" an arc distance of 40.16 feet; thence tangent to said curve South 02°27'15" West, parallel to the West line of said Section 33, a distance of 119.10 feet; thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet, to the Point of Beginning.</p>
<p>Faith Schmidt 3603 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 145.00 feet, to the Point of beginning; thence continue South 02°27'15" West a distance of 145.00 feet; thence North 89°34'46" West a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet; thence South 89°34'46" West a distance of 150.30 feet to the Point of Beginning. (Also known as Lot 2, Block 1, Raintree Forest, unrecorded).</p>
<p>Saeed Ghazanfar &amp; Afzal Mohammad 3706 Promenade Way Fort Pierce, FL 34982</p>	<p>Lot 3, Block 1, RAINTREE FOREST, an unrecorded plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 290.00 feet, to the Point of Beginning; thence continue South 02°27'15" West, a distance of 145.00 feet; thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet; thence South 89°34'46" East, a distance of 150.30 feet to the Point of Beginning.</p>

<p>Maureen &amp; Michael Payuk 3607 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 4, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run S 89°34'46" E, parallel to the North line of said Section 33, a distance of 150.30 feet; thence S 02°27'15" W, parallel to the West line of said Section 33, a distance of 435.00 feet, to the Point of Beginning; thence continue S 02°27'15" W, a distance of 145.00 feet; thence N 89°34'45" W, a distance of 150.30 feet; thence N 02°27'15" E, a distance of 145.00 feet; thence S 89°34'46" E, a distance of 150.30 feet to the Point of Beginning.</p>
<p>Nicole Havee 3609 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 5, Block 1, Raintree Forest, an unrecorded plat. Beginning at a point that is 30 feet South of and 75 East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run S 89°34'46" E, parallel to the North line of said Section 33, a distance of 150.30 feet; thence S 02°27'15" W, parallel to the West line of said Section 33, a distance of 580.00 feet, to the Point of Beginning; thence continue S 02°27'15" W, a distance of 35.42 feet, to the point of curvature of a radially tangent curve; thence Southerly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta of 23°07'33", an arc distance of 64.58 feet; thence radially to said curve S 69°19'42" W, a distance of 140.00 feet; thence S 02°27'15" W, a distance of 65 feet, more or less, to the North shore of the St Lucie River (Canal No. 71); thence meandering the said North shore in a Northwesterly direction, a distance of 44 feet, more or less, to the East right-of-way of Hawley Road; thence N 02°27'15" E, a distance of 185 feet, more or less, to the Southwest corner of Lot 4, Block 1; thence S 89°34'46" E, a distance of 150.30 feet, to the Point of Beginning.</p>
<p>John &amp; Tina Pfeiffer 2411 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 6, Block 1, RAINTREE FOREST, an unrecorded plat, more particularly described as follows: Beginning at a Point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 Degrees 34 Minutes 46 Seconds East parallel to the North line of said Section 33, a distance of 693.19 feet; thence South 02 degrees 27 minutes 15 seconds West parallel to the west line of said Section 33, a distance of 590.00 feet to the point of</p>



	<p>beginning; thence South 89 degrees 34 minutes 46 seconds East a distance of 150.30 feet; thence South 02 degrees 27 minutes 15 seconds West a distance of 145.00 feet; thence North 89 degrees 34 minutes 46 seconds West a distance of 150.30 feet; thence North 02 degrees 27 minutes 15 seconds East a distance of 145.00 feet to the Point of Beginning.</p>
<p>John &amp; Anette Jordan 2409 S. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 7, Block 1, RAINTREE FOREST, an unrecorded plat, more particularly described as: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida, thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02°27'15" West, parallel to the West line of said Section 33 a distance of 615.42 feet to the point of curvature of a radially tangent curve; thence Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta of 58°56'09" an arc distance of 164.58 feet, to the Point of Beginning; thence continue along the arc of said curve an additional delta of 9°56'51" an additional arc distance of 27.78 feet; thence tangent to said curve South 66°25'45" East, a distance of 111.00 feet; thence South 23°34'15" West, a distance of 154.00 feet, more or less, to the North shore of the St. Lucie River (Canal No. 71), thence meandering the said North shore in a Northwesterly direction, a distance of 164.00 feet, more or less, then North 33°31'06" East, a distance of 133.00 feet, more or less, to the Point of Beginning.</p>
<p>Albert Krause Jr. &amp; Mary Krause 2407 S. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 8, Block 1, RAINTREE FOREST, an unrecorded plat, more particularly described as: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run S 89 degrees 34' 46" E, parallel to the North line of said Section 33, a distance of 150.30 feet; thence S 02 degrees 27' 15" W, parallel to the West line of said Section 33, a distance of 615.42 feet, to the point of curvature of a radially tangent curve; thence Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00, a delta of 68 degrees 53' 00", an arc distance of 192.36 feet; thence tangent to said curve S 66 degrees 25' 45" E, a distance of 111.00 feet, to the Point of Beginning; thence continue S 66 degrees 25' 45"</p>



	<p>E, a distance of 133.00 feet; thence S 23 degrees 34' 15" W, a distance of 164 feet, more or less, to the North shore of the Saint Lucie River (Canal No. 71); thence meandering the said North shore in a Northwesterly direction, a distance of 134 feet, more or less; thence N 23 degrees 34' 15" E, 154 feet more or less, to the Point of Beginning. A Non-Exclusive Easement created by that certain Grant of Easement recorded in O.R. Book 394, Page 2998, Public Records of St. Lucie County, Florida, subject to the terms, provisions, and conditions set forth in said Grant of Easement, said Easement being more particularly described in O.R. Book 394, Page 2998, of the Public Records of St. Lucie County, Florida.</p>
<p>Kelli Wills &amp; Stacey Daughtry 2405 S. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 9, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 degrees 34' 46" East, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02 degrees 27' 15" West, parallel to the West line of said Section 33, a distance of 615.42 feet to the point of curvature of a radially tangent curve; thence Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta of 68 degrees 53' 00" an arc distance of 192.36 feet; thence tangent to said curve South 66 degrees 25' 45" East, a distance of 244.00 feet to the Point of Beginning; thence continue South 66 degrees 25' 45" East, a distance of 116.00 feet; thence South 23 degrees 34' 15" West, a distance of 204.00 feet, more or less, to the North shore of the St. Lucie River (Canal No. 71); thence meandering the said North shore in a Northwesterly direction, a distance of 120 feet, more or less; thence North 23 degrees 34' 15" East, 174 feet, more or less, to the Point of Beginning.</p>
<p>Paul &amp; Barbara Johnston 2403 S. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 10, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 degrees 34' 46" East, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02 degrees 27' 15" West, parallel to the West line of said Section 33, a distance of 615.42 feet, to the point of curvature of a radially tangent curve;</p>

	<p>thence run Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta of 68 degrees 53' 00", an arc distance of 192.36 feet; thence tangent to said curve South 66 degrees 25' 45" East, a distance of 360.00 feet, to the Point of beginning; thence continue South 66 degrees 25' 45" East, a distance of 7.70 feet to the point of curvature of a radially tangent curve; thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 50.00 feet, a delta of 54 degrees 10' 04", an arc distance of 47.27 feet, to a point of reverse curvature of a curve concave to the Northeast; thence Southeasterly along the arc of said curve having a radius of 50.00 feet, a delta angle of 85 degrees 48' 07", an arc distance of 74.88 feet; thence run South 23 degrees 34' 15" West, a distance of 214 feet, more or less, to the North shore of the St. Lucie River (Canal 71); thence meandering the said North shore in Northwesterly direction a distance of 123 feet, more or less; thence North 23 degrees 34' 15" East, a distance of 204 feet, more or less, to the Point of Beginning.</p>
<p>Frank Fee IV &amp; Jennifer Fee 2401 S. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 11, Block 1, Raintree Forest, an unrecorded plat, more particularly described as follows: Beginning at a point that is 30 feet South of and 75 East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida, thence run South 89 degrees 34' 46" E, parallel to the North line of said Section 33, a distance of 150.30 feet; thence South 02 degrees 27' 15" West, parallel to the West line of said Section 33, a distance of 615.42 feet, to the Point of curvature of a radially tangent curve; thence Southeasterly along the arc of said curve being concave to the Northeast, having a radius of 160.00 feet, a delta of 68 degrees 53' 00", an arc distance of 192.36 feet; thence tangent to said curve South 66 degrees 25' 45" East a distance of 367.70 feet to the point of curvature of a radially tangent curve, thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 50.00 feet, a delta of 54 degrees 10' 04", an arc distance of 42.27 feet, to a point of reverse curvature of a curve concave to the Northeast, thence Southeasterly along the arc of said curve, having a radius of 50.00 feet, a delta angle of 85 degrees 48' 07", an arc distance of 74.88 feet, to the Point of Beginning; thence continue along said curve in a Northeasterly direction of delta angle of</p>



	<p>81 degrees 30' 59", an arc distance of 71.14 feet; thence run S 89 degrees 34' 46" East, a distance of 58.79 feet; thence run South 02 degrees 27' 15" West, a distance of 477.14 feet, to the North shore of the Saint Lucie River (Canal No. 71); thence meandering the said north shore in a Northwesterly direction, a distance of 286 feet, more or less, thence run North 23 degrees 34' 15" East, a distance of 114 feet, more or less to the Point of Beginning.</p>
<p>Abner &amp; Yamilka Leyva 1502 SW Meridian Ave. Port St. Lucie, FL 34953</p>	<p>Lot 12, Block 1, Raintree Forest, an unrecorded Plat more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 degrees 34 minutes 46 seconds East parallel to the North line of said Section 33, a distance of 633.19 feet; thence South 02 degrees 27 minutes 15 seconds West, parallel to the West line of said Section 33, a distance of 725.00 feet to the Point of Beginning; thence South 89 degrees 34 minutes 46 seconds East, a distance of 150.30 feet; thence South 02 degrees 26 minutes 15 seconds West, a distance of 211.99 feet; thence North 89 degrees 34 minutes 46 seconds West a distance of 58.79 feet to a point on a curvature of a curve concave to the Southeast, thence Northwesterly along the arc of said curve having a Radius of 50.00 feet, a delta angle of 83 degrees 04 minutes 53 seconds an arc length of 72.50 feet, to a point of reverse curvature of a curve concave to the Northeast; thence Northwesterly along the arc of said curve having a Radius of 50.00 feet; a delta angle of 85 degrees 06 minutes 54 seconds an arc length of 74.28 feet; thence tangent to said curve run North 02 degrees 27 minutes 15 seconds East, a distance of 110.88 feet, to the Point of Beginning.</p>
<p>Keith &amp; Megan Cantaline 3608 E. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 13, Block 1, Raintree Forest, an unrecorded Plat, more particularly described as follows: Beginning at a Point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East parallel to the North line of said Section 33, a distance of 633.19 feet; thence South 02°27'15" West parallel to the West line of said Section 33, a distance of 580.00 feet to the Point of Beginning; thence South 89°34'46" East, a distance of 150.30 feet; thence South 02°27'15" West, a distance of 145.00 feet; thence North 89°34'46" West, a</p>



	distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet to the Point of Beginning.
Alfonso & Eva Garcia 3606 E. Wilderness Dr. Fort Pierce, FL 34982	Lot 14, Block 1, Raintree Forest, an unrecorded Plat, more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 Degrees 34 Minutes 46 Seconds East, parallel to the North line of said Section 33, a distance of 633.19 feet; thence South 02 Degrees 27 Minutes 15 Seconds West, parallel to the West line of said Section 33, a distance of 435.00 feet, to the Point of Beginning, thence south 89 Degrees 34 Minutes 46 Seconds East, a distance of 150.30 feet; thence South 02 Degrees 27 Minutes 15 Seconds West, a distance of 145.00 feet; thence North 89 Degrees 34 Minutes 46 Seconds West, a distance of 150.30 feet; thence North 02 Degrees 27 Minutes 15 Seconds East, a distance of 145.00 feet to the Point of Beginning.
Gerald Kreiser (TR)(EST) 3604 E. Wilderness Dr. Fort Pierce, FL 34982	Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 633.19 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 290.00 feet, to the POINT OF BEGINNING; thence South 89°34'46" East, a distance of 150.30 feet; thence South 02°27'25" West, a distance of 145.00 feet; thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet, to the POINT OF BEGINNING. ALSO BEING DESCRIBED AS Lot 15, Block 1, of an UNRECORDED PLAT OF RAINTREE FOREST, all lying and being in St. Lucie County, Florida.
Gerald Kreiser (TR)(EST) 3604 E. Wilderness Dr. Fort Pierce, FL 34982	Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 633.19 feet, thence South 02°27'15" West parallel to the West line of said Section 33, a distance of 145.00 feet to the POINT OF BEGINNING; thence South 89°34'46" East, a distance of 150.30 feet; thence South 02°27'15" West a distance of 145.00 feet; thence North

	<p>89°34'46" West a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet to the POINT OF BEGINNING.</p> <p>Also being described as Lot 16, Block 1, RAINTREE FOREST, an unrecorded Plat, all lying and being in St. Lucie County, Florida.</p>
<p>Robert Smith 3600 E. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 783.49 feet to the Point of Beginning; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 145.00 feet; thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 120.87 feet, to the point of curvature of a radially tangent curve; thence Northerly and Easterly along the arc of said curve being concave to the Southeast, having a radius of 25.00 feet; a delta of 89°57'59", an arc distance of 38.38 feet; thence tangent to said curve South 89°34'46" East, a distance of 126.17 feet to the Point of Beginning. Also known as Lot 17, Block 1, Raintree Forest, Unrecorded Plat.</p>
<p>Jean-Marie &amp; Marie-Adeline Dossous 3600 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 1, Block 2, RAINTREE FOREST, an unrecorded plat more particularly as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 east, St Lucie County, Florida, thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 391.74 feet to the POINT OF BEGINNING, thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 125.00 feet; thence North 89°34'46" West, a distance of 181.40 feet; thence North 02°27'15" East, a distance of 100.87 feet, to the Point of a Curvature of a radially tangent curve; thence Northerly and Easterly along the arc of said curve, being concave to the Southeast, having a radius of 25.00 feet, a delta angle of 87°57'59" an arc distance of 38.38 feet; thence, tangent to said curve South 89°34'46" East, a distance of 157.27 feet to the POINT OF BEGINNING.</p>
<p>Mahesh Kumar, Asha Mahesh, Jayshreeben &amp; Krisha Patel 721 Roselyn Ave. Fort Pierce, FL 34982</p>	<p>Lot 2, Block 2, RAINTREE FOREST, an unrecorded Plat, more particularly as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East,</p>



	<p>parallel to the North line of said Section 33, a distance of 210.34 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 125 feet, to the POINT OF BEGINNING; thence South 89°34'46" East, a distance of 176.40 feet; thence South 02°27'15" West, a distance of 125.00 feet; thence North 89°34'46" West, a distance of 176.40 feet; thence North 02°27'15" East, a distance of 125.00 feet to the POINT OF BEGINNING.</p>
<p>Sandra Picano 3604 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 3, Block 2, RAINTREE FOREST, an unrecorded plat: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run S 89°34'46" East, parallel to the North line of said Section 33, a distance of 210.34 feet; thence S 02°27'15" West, parallel to the West line of said Section 33, a distance of 250.00 feet, to the POINT OF BEGINNING; thence S 89°34'46" East, a distance of 176.40 feet; thence S 02°27'15" West, a distance of 125.00 feet; thence N 89°34'46" West, a distance of 176.40 feet; thence N 02°27'15" East, a distance of 125.00 feet, to the POINT OF BEGINNING.</p>
<p>Susan Maurer (LF EST) 3606 W. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 210.34 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 375.00 feet to the Point of Beginning; thence South 89° 34' 46" East, a distance of 176.40 feet; thence South 02°27' 15" West, a distance of 175.00 feet; thence North 73° 36' 40" West, a distance of 181.63 feet; thence North 02°27'15" East, a distance of 125.00 feet to the Point of Beginning. Also known as Lot 4, Block 2, RAINTREE FOREST, unrecorded.</p>
<p>Julian Wallis-Towsey 3609 E. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 degrees 34 minutes 46 seconds East, parallel to the North line of said Section 33, a distance of 573.16 feet; thence South 02 degrees 27 minutes 15 seconds West, parallel to the West line of said Section 33, a distance of 500.00 feet to the point of beginning; thence continue South 02 degrees 27 minutes 15 seconds West, a distance of 193.22 feet to a point</p>



	<p>of curvature of a radially tangent curve being concave to the West, having a radius of 100.00 feet, a delta angle of 18 degrees 38 minutes 45 seconds, and an arc length of 32.55 feet; thence run North 58 degrees 46 minutes 32 seconds West, a distance of 195.15 feet; thence run North 02 degrees 27 minutes 15 seconds East, a distance of 125.00 feet; thence run South 89 degrees 34 minutes 46 seconds East, a distance of 176.42 feet to the point of beginning. (Also known as Lot 5, Block 2 of Raintree Forest, Unrecorded.) Together with a non-exclusive easement for ingress and egress over and across that certain roadway as more particularly described in that certain Grant of Easement recorded in Official Records Book 332, Page 1276, of the public records of St. Lucie County, Florida.</p>
<p>Keith &amp; Alicia Crandall 3607 E. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 6, Block 2, RAINTREE FOREST, an unrecorded plat, more particularly described as follows: Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 573.16 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 375.00 feet, to the Point of Beginning; thence continue South 02°27'15" West, a distance of 125.00 feet; thence North 89°34'46" West, a distance of 176.42 feet; thence North 02°27'15" East, a distance of 125.00 feet; thence South 89°34'46" East a distance of 176.42 feet to the Point of Beginning. TOGETHER WITH all rights of ingress and egress owned by the grantor herein under Grant of Easement from Raintree Forest Property Owner's Association, Inc., recorded in Official Records Book 333, Page 129, Public Records of St. Lucie County, Florida.</p>
<p>Elizabeth Scotto 3605 E. Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Lot 7, Block 2, Raintree Forest, an unrecorded plat further described as: Beginning at a point hat is 30 feet South and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East parallel to the North line of Section 33, a distance of 573.16 feet; thence South 02°27'15" West, parallel to the West line of said Section 33, a distance of 250.00 feet to the point of beginning; thence continue South 02°27'15" West, a distance of 125.00 feet; thence North 89°34'46" West, a distance of 176.42 feet; thence North 02°27'15" East, a distance of 125.00 feet; thence South 89°34'46" East, a distance of 176.42 feet, to</p>

	<p>the point of beginning. SUBJECT TO mortgage in favor of First Citizens Federal Savings &amp; Loan Association dated August 11, 1988, recorded in O.R. Book 599 at page 1009, and Mortgage Modification Agreement dated May 26, 1989, recorded in O.R. Book 640 at page 839, of the public records of St. Lucie County, Florida.</p>
<p>Barbara Williams 1625 Laurel Leaf Ln., Apt. B Fort Pierce, FL 34950</p>	<p>Lot 8, Block 2, RAINTREE FOREST, an unrecorded Plat more particularly described as follows: Beginning at a Point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89 degrees 34 minutes 46 seconds East, parallel to the North line of said Section 33, a distance of 573.16 feet; thence South 02 degrees 27 minutes 15 seconds West, parallel to the West line of said Section 33, a distance of 125.00 feet to the Point of Beginning; thence continue South 02 degrees 27 minutes 15 seconds West, a distance of 125.00 feet; thence North 89 degrees 34 minutes 46 seconds West, a distance of 176.42 feet; thence North 02 degrees 27 minutes 15 seconds West, a distance of 125.00 feet; thence South 89 degrees 34 minutes 46 seconds East, a distance of 176.42 feet to the Point of Beginning.</p>
<p>Alexander &amp; Ashley Stewart 3601 E Wilderness Dr. Fort Pierce, FL 34982</p>	<p>Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel to the North line of said Section 33, a distance of 391.74 feet to the Point of Beginning; thence continue South 89°34'46" East, a distance of 155.52 feet, to the point of curvature of a curve concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 25.00 feet, a delta angle of 92°02'01", an arc distance of 40.16 feet; thence tangent to said curve South 02°27'15" West, parallel to the West line of said Section 33, a distance of 99.10 feet; thence North 89°34'46" West, a distance of 181.42 feet; thence North 02°27'15" East, a distance of 125.00 feet, to the Point of Beginning. Said lands situate, lying and being in St. Lucie County, Florida. ALSO KNOWN AS Lot 9, Block 2, RAINTREE FOREST, UNRECORDED.</p>

**ATTACHMENT "B"**

**LETTER OF APPROVAL BY DEPARTMENT OF ECONOMIC OPPORTUNITY**



Ron DeSantis  
GOVERNOR



Dane Eagle  
SECRETARY

July 30, 2021

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

**Re: Raintree Forest Property Owners' Association, Inc., Approval;  
Determination Number: 21109**

Dear Ms. Bonan:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Raintree Forest Property Owners' Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

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

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

**ATTACHMENT "C"**  
**ARTICLES OF INCORPORATION**



# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 24, 1980, as shown by the records of this office.

The document number of this corporation is 751682.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Eighteenth day of April, 2012



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

751682

ARTICLES OF INCORPORATION  
OF

RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

FILED  
MAR 24 1 28 PM '80  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

The name of the corporation shall be RRAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

The purpose for which the corporation is organized is to establish, maintain, and operate an association not for profit but solely for the mutual advantages to be derived therefrom; to present a unified effort to the members in protecting the value of the property of the members in RRAINTREE FOREST, a subdivision in St. Lucie County, Florida; to provide for the maintenance of certain tracts within the subdivision and to collect assessments to pay for said maintenance; and to engage in such other activities as may be to the mutual benefit of the owners of property in RRAINTREE FOREST.

ARTICLE III

The members of the corporation shall be limited to persons who are in all respects sui juris, own a lot or lots within RRAINTREE FOREST or is the developer and who shall be admitted to membership in the corporation upon receiving the approval of the Board of Directors of the corporation.

ARTICLE IV

The corporation shall have perpetual existence.

ARTICLE V

The name and address of the subscriber hereto is that person who is to serve as director more particularly set forth in ARTICLE VII.

1-15-81



ARTICLE VI

The affairs of the corporation shall be managed by a board of three (3) Directors. The Board of Directors shall be elected by the members of the corporation and shall be elected annually. The Board of Directors shall elect or appoint a President, a Vice President, a Secretary, a Treasurer, and an Assistant Treasurer. The duties of the officers shall be prescribed by the Bylaws of the corporation.

ARTICLE VII

The names and addresses of the persons who are to serve as directors until the first election under these Articles of Incorporation are:

NAME	ADDRESS
M. R. COOK	2050 Oleander Avenue Building II-205 Fort Pierce, Florida
PAUL LICHAUST	3200 Maravilla Boulevard Fort Pierce, FL 33450
DONALD E. MULLINS	3302 Enterprise Road Fort Pierce, FL 33450

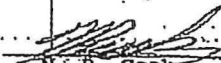
ARTICLE VIII

The Bylaws of the corporation shall be amended, altered or rescinded by the Board of Directors.

ARTICLE IX

Amendments to the Articles of Incorporation may be proposed by any member of the Board of Directors and adopted by a majority vote thereof.

IN WITNESS WHEREOF, the undersigned have subscribed their names to the Articles of Incorporation of RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit, on this 10 day of March, 1980.

  
M. R. Cook

A-164



*Paul L. Causti*  
Paul L. Causti  
*Donald E. Mullins*  
Donald E. Mullins

STATE OF FLORIDA )  
ST. LUCIE COUNTY )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared M. R. COOK, PAUL LICAUST and DONALD E. MULLINS, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed said Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 12<sup>th</sup> day of March, 1980.

*Mary Mendenhall*  
NOTARY PUBLIC, State of Florida  
at Large.  
My commission expires: 4-7-82

11/1/81

**ATTACHMENT "D"**

**BYLAWS**

**BYLAWS**  
**OF**  
**RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.**  
(A Not For Profit Corporation)

**ARTICLE 1**  
**Identity**

1.1 Name. The name of the corporation shall be Raintree Forest {Property Owners' Association, Inc. (the "Association").

1.2 Purposes. The Association is organized for the purpose of being a homeowners association within the meaning of Chapter 720, Florida Statutes (the "Homeowners' Association Act"), as amended from time to time, and in turn for the purpose of operating, governing, administering and managing the property and affairs of Raintree Forest (the "Community"), established upon the real property in St. Lucie County, Florida, as more particularly described in the First Restatement of Reservations and Restrictive Covenants for Raintree Forest, a Private Unrecorded Subdivision (the "Declaration") as recorded in the Official Records of St. Lucie County, Florida, commencing at Book 1199, Page 1785, et seq. The purposes of the Association shall include the exercise of all powers granted to it as a corporation under the laws of the State of Florida; these Bylaws of Raintree Forest Property Owners' Association, Inc. (the "Bylaws"); the Articles of Incorporation for Raintree Forest Property Owners' Association, Inc. (the "Articles of Incorporation"); the Declaration; and further to exercise all powers granted to a homeowners association under the Homeowners' Association Act (Fla. Stat. §720) and the Corporations Not For Profit Act (Fla. Stat. §617), both as amended from time to time.

1.3 Principal Office. The principal address of the Association shall be 3608 Wilderness Drive, Fort Pierce, Florida 34982. The Association's Board of Directors may change the location of the principal address from time to time.

1.4 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.

1.5 Seal. The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and must identify the Association as a not-for-profit corporation. The words "corporate seal" may be used in lieu of a raised corporate seal; however, a corporate seal is not required to validate corporate actions unless otherwise specifically required by law.

1.6 Definitions. All terms used in the Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration and the Homeowners' Association Act.



**ARTICLE 2**  
**Powers and Duties of the Homeowners Association**

The Association shall have all powers granted to it under the laws of the State of Florida, the Declaration, the Articles of Incorporation, and the Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these Bylaws or by law. The affairs and operation of the Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All powers and duties of the Association existing under Florida law, the Declaration, the Articles of Incorporation, and the Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law.

**ARTICLE 3**  
**Membership**

3.1 Members. Membership in the Association is limited to Owners of Lots in the Raintree Forest Community. Membership is automatically conferred upon the acquisition of title to a Lot in the Community, as evidenced by the recording of a deed or other appropriate instrument to such Lot in the Official Records of St. Lucie County, Florida.

3.2 Voting Rights. There shall only be allowed one (1) vote per Lot, which shall be cast as provided in these Bylaws. The Owner(s) of each Lot shall collectively be entitled to one (1) vote on behalf of each Lot, as a Member of the Association

3.3 Termination of Membership. Whenever a Member ceases to be an Owner of a Lot in the Association, his or her membership shall then and there automatically terminate.

3.4 Transfer of Membership. Membership in the Association is an incident of Lot ownership in the Raintree Forest Community and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

**ARTICLE 4**  
**Meetings of Members**

4.1 Place of Meetings. The Board of Directors may designate any place located within thirty (30) miles of the Raintree Forest Community, as the place of meeting for any annual or special meeting, and if no such designation is made, such meeting shall take place at the Principal Office.

4.2 Annual Meeting. An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Association as may come before the meeting. No meeting shall be held on a legal holiday.

4.3 Special Meetings. A special meeting of the Members may be called by the President, by a majority of the Board of Directors, or by not less than thirty percent (30%) of the total voting interests of the Association.

4.4 Notice of Meetings. Written or printed notice, stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The Association shall also post in a conspicuous place in the Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means.

4.5 Electronic Transmission and Broadcast Notice. Notwithstanding any other provision herein, notice of membership meetings, except membership meetings to recall Directors, meetings of the Board of Directors and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting in the Subdivision, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system or website serving the Lot owners. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required hereunder. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient



continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 Written Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Owner action by written agreement shall comply with the procedural requirements of Section 617.0701 (4), Florida Statutes.

4.7 Quorum. Those Members present, in person or by proxy, holding at least thirty percent (30%) of the eligible Voting Interests of the Association which may be cast at a meeting shall constitute a quorum at such meeting. A majority of Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

4.8 Proxies. Votes may be cast in person or by written proxy substantially complying with the Homeowners' Association Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owners intent to cast a proxy vote. The use of proxies is to be liberally construed.

4.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the Members present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, these Bylaws or such statute shall control.

4.10 Indivisible Vote. Each Lot shall have one indivisible vote. If a Lot is owned by a corporation, any officer or authorized agent may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned by husband and wife, either spouse may cast a vote on behalf of the Lot. If a Lot is owned in trust, any trustee or beneficiary of the trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.



4.11 Order of Business. The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

- A. Call to Order by the President;
- B. Election of Chairman;
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

## **ARTICLE 5**

### **Election of Board of Directors**

5.1 Number and Term. The Association shall be governed by a Board of Directors composed of five (5) Directors. Directors shall serve staggered two-year terms of office such that three (3) Directors shall be elected in each even numbered year and two (2) Directors shall be elected in each odd numbered year. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least sixty (60) days prior to the end of any calendar year and a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered such that a majority of Directors are elected in each even numbered year and the remaining Directors are elected in each odd numbered year.

5.2 Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be Lot Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of

a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Lots (the "Division") is not eligible to serve as a Director.

5.3 Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the manner provided in the Homeowners' Association Act and as follows:

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the meeting to all Lot Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a candidate, the Association shall include with the second mailing of the ballot the director information sheet, not larger than 8 ½ inches by 11 inches, furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets shall be paid by the Association. Completed Director election ballot shall be returned to the Association in two (2) envelopes. The inner envelope shall contain the ballot and have the word "BALLOT" printed on it. The inner envelope shall be placed inside of a larger envelope which shall have lines in the upper-right hand corner for Owner to print and sign the Owner's name and address.

(b) Written Director election ballot shall also be made available for use by those Lot Owners attending the meeting in person. A Lot Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Lot Owner shall permit another person to cast his ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.

(c) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Cumulative voting is prohibited. Tie votes shall be broken by agreement among the candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.



**ARTICLE 6**  
**Meeting of Board of Directors**

6.1 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the Directors.

6.2 Notice of Board Meetings. Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of meetings of the Board of Directors shall be given to each Director personally or by mail, e-mail, telephone, facsimile transmission or telegraph, and posted conspicuously on the Community property no less than forty-eight (48) hours prior to such meetings, except in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director may attend a meeting of the Board of Directors via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors attending by telephone may be heard by all persons attending the meeting in person. Any Director so attending a meeting of the Board of Directors may be counted toward obtaining a quorum and may vote by telephone. If mailed, notice of a meeting of the Board of Directors shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.3 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.4 Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which regular or special Assessments against Lot Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

6.5 Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not



attend meetings between the Board of Directors or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters

6.6 Quorum. The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by a majority of the other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a meeting of the Board of Directors at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, these Bylaws or Florida law. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.7 Voting. A Director who is present, in person, by telephone or by electronic means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A Director may vote by secret ballot only for the election of officers.

6.8 Joinder and Waiver. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

6.9 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by the Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of a monetary obligation due the Association shall automatically be removed as a Director, creating a vacancy to be filled by the Board of Directors.

6.10 Presiding Officer. The chairperson at all meeting of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

6.11 Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

- A. Calling of roll.
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of Officers and committees;
- E. Election of Officers;
- F. Unfinished business;
- G. New business;
  
- H. Adjournment.

6.12 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Act, the Homeowners' Association Act, the Declaration, the Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its agents, contractors or employees, except where prohibited by law.

6.13 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of the total Voting Interests of the Association at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the Voting Interests of the Association, in the manner provided in the Homeowners' Association Act. A special meeting of the Members to recall a Director or Directors may be called by at least ten percent (10%) of all Voting Interests of the Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of a monetary obligation due the Association for more than ninety (90) continuous days shall automatically be removed as a Director.

6.14 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Board of Directors shall in such instance generally supervise the agent or employee in the performance of such functions.

6.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner in a book available for inspection and photocopying by Lot Owners or their authorized representatives. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.



6.16 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors or the President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors, including the Director whose resignation is not yet effective, may vote to fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

6.17 Compensation. A Director shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing his or her duties.

## ARTICLE 7

### Officers

7.1 Executive Officers. The executive Officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may also elect or appoint such other officers, including one or more Assistant Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem necessary, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

7.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly noticed meeting of the Board of Directors. Each officer shall hold office, barring resignation, disqualification, or death, until his or her successor shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

7.3 Removal. Any Officer elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors at a duly noticed meeting of the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, as they existed during the time that the person was an officer.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by a majority of the Board of Directors for the unexpired portion of the vacated term.

## ARTICLE 8

### Duties of Officers

8.1 President. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed,



except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

8.2 Vice President. In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him or her by the President or by the Board of Directors.

8.3 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

8.4 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address and e-mail address, where applicable, of each Member which shall be furnished to the Secretary; and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

8.5 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

8.6 Compensation. The officers of the Association shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing their duties.

## **ARTICLE 9**

### **Committees**

9.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which may

consist of one or more Directors, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the operation and management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

9.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the operation and management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board of Directors meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the Members thereof.

9.3 Term of Office. Each member of a committee shall serve at the pleasure of the Board of Directors or until such member voluntarily resigns.

9.4 Chairman. One Member of each committee shall be appointed Chairperson by the Members of the committee.

9.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

9.7 Rules and Regulations. Except for meetings of committees to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the Association's budget, all committees are exempt from the procedural and other requirements of the Homeowners' Association Act and these Bylaws. Each committee may adopt policies for its own governance not inconsistent with any Rules and Regulations adopted by the Board of Directors.

## ARTICLE 10

### Enforcement, Fines, Dispute Resolution

10.1 Rules and Regulations. The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Common Area, Association Property, or the Lot, and such other Rules and Regulations as are designed to prevent unreasonable interference with the use of the Lot and Common Area and all Members shall abide thereby. Such Rules and Regulations shall be equally applicable to all Members, and uniform in their application and effect.

10.2 Fines and Suspensions. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against any Member, tenant, guest, or invitee for the failure to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association in the manner provided herein.



10.2.1 Fines. The Association may levy reasonable fines of up to \$100.00 per violation against any Member or any Member's family, tenant, guest or invitee for the failure of the Member or any Member's family, tenant, guest or invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot but a fine in excess of \$1,000.00 may become a lien against a Lot. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court.

10.2.2 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Member, or a Member's family, tenant, guest or invitee, to use the Common Area and facilities for the failure of the Member or any Member's family, tenant, guest or invitee to comply with any provision of the Declaration, these Bylaws, or the Rules and Regulations. However, a suspension may not prohibit the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

10.2.3 Committee Hearing. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any family member, tenant, licensee, or invitee of the Lot Owner.

10.3 Failure to Pay. Upon the levy of a fine, a Member shall be jointly and severally liable for the payment of a fine levied against the Member's family, tenant, guest, or invitee. A fine shall be levied as an Assessment against the Lot. If a fine is not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to an administrative late fee in an amount determined by the Board of Directors. The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy, imposition or collection of a fine, including, but not limited to, attendance by the Association's attorney at the committee hearing and the filing and prosecution of an action. Any partial payments received by the Association on account of the fine shall first be applied against accrued interest, late fees, then attorney's fees and costs, then towards the unpaid fine(s).

10.4 First Time Violations. In lieu of requesting a hearing, a Member may respond in writing to the Association within fourteen (14) days of receiving notice of an alleged violation admitting that the violation or violations occurred as alleged and promising that the violation or violations will immediately cease and never recur. Such admission procedure shall be available to a Member only once during that person's ownership of the subject Lot, regardless of the manner of violation. Such written admission and promise, if kept, shall terminate any further enforcement action by the Association with regard to the specific violation and no fine shall be



levied by the Association. The Member may be notified of this first-time violation procedure in the original notice of violation.

10.5 Waiver. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration, the Bylaws or the Rules and Regulations, including but not limited to arbitration or a legal action for damages or injunctive relief.

10.6 Mandatory Mediation. In accordance with Section 720.311, Florida Statutes, disputes between the Association and a Lot Owner shall be the subject of a demand for pre-suit mediation as provided in the Homeowners' Association Act prior to commencing litigation or arbitration, so long as the Homeowners' Association Act requires such mediation.

10.7 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of its governing documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida or the Governing Documents.

## **ARTICLE 11**

### **Fiscal Management**

11.1 Annual Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directories, in accordance with good accounting practices as set forth herein. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Area and Association Property.

11.1.1 Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the amount of each Assessment against the Lot, the dates and amounts in which the Assessments came due, the amounts paid upon the account, and the balance due upon Assessments.

11.1.2 Annual Budget Assessment. The annual Assessment, to fund the Association's annual budget, shall be paid by the Members in accordance with the payment schedule established by the Board of Directors. If an annual budget is not adopted or notice is not provided to the Members, the preceding budget and annual Assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual Assessment proves to be insufficient, the budget and the Assessment may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year, for which the amended Assessment is made, shall be due as provided by the Board of Directors. The Board of Directors may elect to allow Owners to pay the annual Assessment in installments due not more frequently than monthly.

11.1.3 Reserve Funds. If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, including the following:

(a) If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

(b) The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

(c) Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

(d) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

11.2 Mailing. A copy of the proposed annual budget shall be mailed or hand delivered to the Members not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted together with a notice of the meeting of the Board of Directors.

11.3 Assessments. The annual shares of the Lot Owners of the common expenses shall be made payable in installments due monthly, quarterly, or annually as determined by the Board of Directors, in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate Assessments of a Lot delinquent in the payment of an Assessment for a period of thirty (30) or more days. Accelerated Assessments shall be due and payable on demand and may include the amounts due for the remainder of the fiscal year.

11.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors,



and the time of payment shall likewise be determined by the Board of Directors. Notice of the meeting of the Board of Directors at which such Assessments shall be considered shall be posted and mailed to each Lot Owner as provided in Article 6, Section 6.4 herein, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Lot Owners or applied as a credit towards future Assessments or transferred to reserves.

11.5 Assessment Roll. The Assessments for common expenses and charges shall be set forth upon a roll of the Lots which shall be available for inspection at all reasonable times by the Members. Such roll shall indicate for each Lot the name and address of the Owner, and the Assessments and charges paid and unpaid. Any person other than a Lot Owner who relies upon a certificate signed by an Officer or authorized agent of the Association stating all Assessments and other monies owed to the Association by a Lot Owner or mortgagee with respect to a Lot receives the benefits and protection thereof.

11.6 Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and charges coming due while the Owner of a Lot. Other than a first mortgagee acquiring title through mortgage foreclosure or a deed-in-lieu of foreclosure, upon acquisition of title through voluntary or involuntary conveyance, a Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid Assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Area or by abandonment of the Lot for which the Assessments are due. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, shall be subject to Section 720.3085, Florida Statutes, as amended or renumbered from time to time.

11.7. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all interest, costs, late fees, and reasonable attorney's fees incident to collection, including attorney's fees on appeal, shall be secured by a continuing lien upon each Lot, which lien shall be effective from and shall relate back to the date on which the Original Declaration was recorded.

11.8 Collection — Interest: Administrative Late Fee: Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is late and the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fees, then to any costs, then to any reasonable attorney's fees incurred, and then to the Assessment itself, by date order. Except as otherwise provided in the Homeowners' Association Act, no lien may be recorded by the Association against a Lot, until all applicable notices have been given in accordance with Section 720.3085, Florida Statutes, as amended from time to time.

11.9 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the



Assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

11.10 Accounts. All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

11.11 Association Depository. The depository in which the funds of the Association shall be deposited shall be financial institutions authorized to do business in the State of Florida which carry Federal Deposit Insurance Corporation ("FDIC") insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation ("SIPC"), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are Members of the National Homeowners Association of Securities Dealers ("NASD") and insured by SIPC or equivalent industry insurance. The principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check or other withdrawal instrument signed by those persons as are authorized by the Board of Directors.

11.12 Commingling of Funds. All Association funds shall be maintained separately in the Association's name. No Association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or director of the Association shall commingle any Association funds with his or her funds or with the funds of any other subdivision association or Homeowners association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled in the same account for investment purposes; however, such jointly invested funds shall be accounted for separately.

11.13 Fidelity Bonding. The Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Association.

11.14 Suspension of Use Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of such Member and any Tenant, Guest or Invitee of the Member to use the Common Area and facilities or any other Association Property. However, such suspension does not apply to that portion of Common Area used to provide access or utility services to a Lot and does not prohibit the right of any Member

or a Member's Tenant to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

11.15 Suspension of Voting Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the voting rights of such Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

11.16 Contracts. The Board of Directors may authorize any Officer or agent of the Association, in addition to the Officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

11.17 Checks Drafts etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or a director and countersigned by the President or a Vice President of the Association.

11.18 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

11.19 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one-hundred and twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. A financial report shall be prepared as follows:

(a) If the Association meets the following criteria, it shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Association's total annual revenues, as follows:

- (1) If total annual revenues are \$150,000.00 or more, but less than \$300,000.00, the Association shall prepare compiled financial statements.
- (2) If total annual revenues of are at least \$300,000.00, but less than \$500,000.00, the Association shall prepare reviewed financial statements.
- (3) If total annual revenues of are \$500,000.00 or more, the Association shall prepare audited financial statements.



- (4) If total annual revenues are less than \$150,000.00, the Association shall prepare a report of cash receipts and expenditures in accordance with Section 720.303(7)(b)(3), Florida Statutes.

11.20 Competitive Bids. Pursuant to Section 720.3055, Florida Statutes, as amended from time to time, the Association shall obtain competitive bids for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds ten percent (10%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. This provision shall not limit the ability of the Association to obtain needed products and services in an emergency and this provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 720.3055, Florida Statutes, as amended from time to time, shall apply.

11.21 Official Records. The Official Records of the Association shall be available for inspection and photocopying by each Member, or a designated representative, in the manner provided in Section 720.303(5), Florida Statutes, as amended from time to time. The Board of Directors may adopt reasonable Rules and Regulations regulating the inspection and photocopying of the Official Records.

## **ARTICLE 12**

### **Amendments**

12.1 Proposal. An amendment to these Bylaws may be proposed by the Board of Directors or seventy-five percent (75%) of the total Voting Interests of the Association. Upon an amendment to the Bylaws being proposed by said Board of Directors or Members, such proposed amendment shall be transmitted to the President, or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in these Bylaws.

12.2 Adoption. Except as otherwise provided by law, or by specific provision of the Governing Documents, the Bylaws may be amended if the proposed amendment is approved by at least a majority (51 %) of the eligible Voting Interests of the Association.

12.3 Effective Date. An amendment, when adopted, shall become effective upon being recorded in the Official Records of St. Lucie County, Florida.

12.4 Automatic Amendment. The Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Homeowners' Association Act or Florida Not For Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to the Association Act or



Florida Not For Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

### **ARTICLE 13** **Miscellaneous**

13.1 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, the Articles of Incorporation, these Bylaws, the Association's Rules and Regulations, and the Plat and all other exhibits to the Original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control, in descending order.

- (1) the Declaration, as may be amended from time to time;
- (2) the Articles of Incorporation, as may be amended from time to time;
- (3) the Bylaws, as may be amended from time to time;
- (4) the Rules and Regulations, as may be amended from time to time; and
- (5) the Plat or other official document for the Subdivision, including published Architectural Standards

13.2 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.3 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

13.4 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

13.5 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments or renumbering from time to time.