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

PIRST 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:

1. PROPERTY SUBJECT TO THE RESTRICTIVE COVERANTS

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. <u>Title to Common Areas</u>. 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").

Prepard by and Roburn to:

Bruce R Abernethy Jr. Esq.

900 Virginia Ave. Sta 6

F4 Piene FL 34982. CHB #79

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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. <u>Membership</u>. 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 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 for capital improvements or major repair; assessments 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

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

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. <u>Date of Commencement of Annual Assessments: Due Date</u>. 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.

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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

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

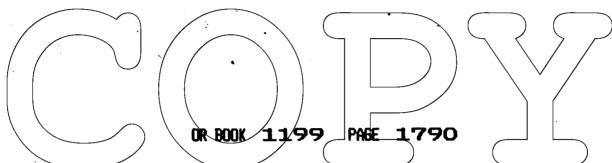
Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation 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 as 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



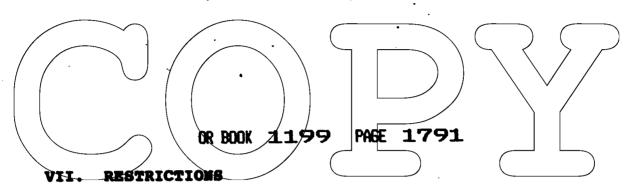
constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

Section 3. <u>Powers and Duties of the ARC</u>. 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.

The ARC shall provide for a Purpose of the ARC. Section 4. systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within 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 In addition, the ARC shall evaluate the proposed deterioration. 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.



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.

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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. <u>Signs</u>. 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. <u>Maintenance</u>. 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. <u>Utility Easements</u>. 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

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

VIII. GENERAL PROVISIONS

Section 1. <u>Duration</u>. 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. <u>Fines</u>. 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

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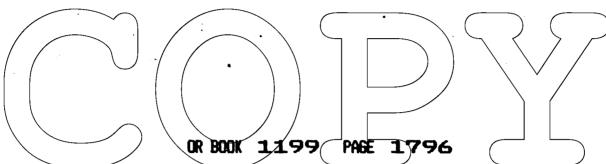
Directors, Officers, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, and which shall be charged with conducting the hearing and rendering the final decision with regard to the levy of fines as herein provided.

- In the event that the covenants enforcement (3) 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 subject to a separate offense, separate fine, all fines not to exceed fifty a dollars (\$50.00) each and one thousand dollars The notice (\$1,000.00) in the aggregate. in specify that lieu further requesting a hearing, the alleged violator or Lot Owner may respond to the notice, within sending, its of days (14)acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that and promise, acknowledgment performance in accordance therewith, 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

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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.

- 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 violations as provided herein. _or 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. 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 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.

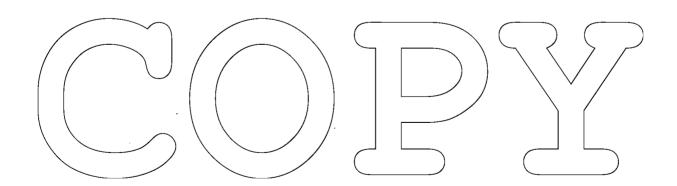


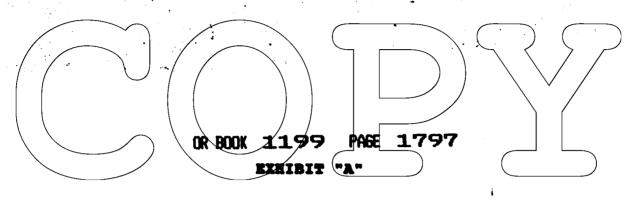
Section 4. Notices. Any notices required to be sent to any member or Owner under the provisions of these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Owner on the records of the Association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

Section 5. <u>Severability</u>. 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.





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 MUCHNICK, AND BENJAMIN GARFINKLE LOT 4, BLOCK 1 CHARLES D. MUCHNICK, SANFORD L. MUCHNICK, AND BENJAMIN GARFINKLE BLIZABETH HAWRYLUK LOT 5, BLOCK 1 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 DAVID L. CREW, SR. AND PAMELA H. CREW LOT 9, BLOCK 1 LOT 10, BLOCK 1 HBLEN 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

CRAIG E. FRANCISCO AND MELANIE M. FRANCISCO

LOT 15, BLOCK 1

JERRY RREISER AND SUSAN KREISER

GERALD E. KREISER AND SUSAN E.

KREISER

LOT 17, BLOCK 2

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 B. MULLINS

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LOT 5, BLOCK 2

BRUCE R. ABERNETHY, JR. AND BRIDGET
U. ABERNETHY

LOT 6, BLOCK 2

LOT 7, BLOCK 2

LOT 8, BLOCK 2

LOT 9, BLOCK 2

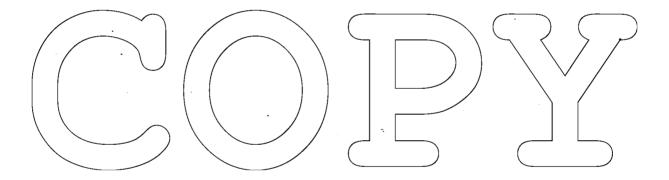
PAT LUDOVICO AND LAURA LUDOVICO

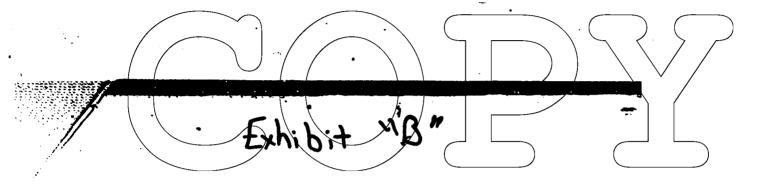
ELIZABETH SCOTTO

WARREN B. GRIFFIN AND REBECCA L.

GRIFFIN

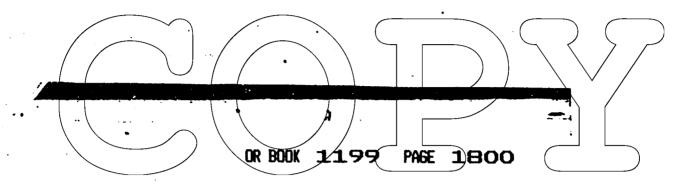
STEPHEN NAPIER



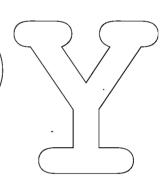


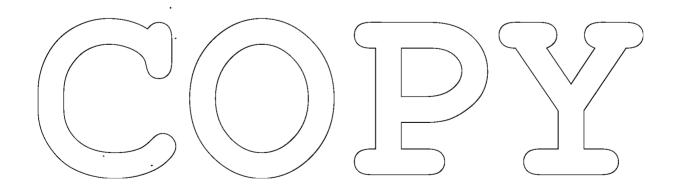
PARCEL 1: Beginning at a point that is 30 feet South of and 75 feet East of the Morthwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89°34'46" East, parallel with the North line of said Section 33, a distance of 124.40 feet, to the point of curvature of a radially tangent curve, said point being the POINT OF REGISHING: thence run Easterly and Eoutherly along 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°02'01", and an arc distance of 40.16 feet; thence run tangent to said curve, South 02°27'15" West, parallel with the West line of said South 02°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 Hortheast, having a radius of 160.00 feet, a delta angle of 68°53'00", and an arc distance of 192.36 feet; thence run tangent to said curve, South 66'25'65" 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°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, along the arc of said curve being concave to the Northwest having a radius of 50.00 feet, a delta angle of 250.23 59" and an arc length of 218.52 feet, to the point of reverse curvature of a radially tangent curve; thence run Morthwesterly along the arc of said curve being concave to the Morth-east, having a radius of 50.00 feet, a delta angle of 85°06' east, having a radius of .50.00 feet, a delta angle of 85°06' 54", and an arc length of 74.28 feet; thence run tangent to said curve, North 02°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°57'59", and an arc length of 38.38 feet; thence run North 89°34'46" West, a distance of 110.07 feet, to the point of curvature of a radially tangent curve; thence run Easterly 89°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°02'01", and an arc length of 40.16 feet; thence run tangent to said curve, South 02°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°07'00", and an arc length of 193.94 feet; thence run tangent to said curve. North 66°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 curve being concave to the Northeast, having a radius of 100 feet, a delta angle of 68°53'00", and an arc length of 120.22 feet; thence run tangent to said curve, North 02°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°57'59", and an arc length of 38.38 feet; thence run North 89°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.

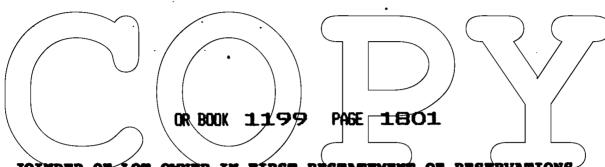
MEILL GRIFFIN JEFFRIES & LLOYD
CHARLESES
CHARLES



PARCEL 2: Teginning at a point that is 30 feet South of and 75 feet F.st 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 with the North line of said Section 33, a distance of 210.34 feet; thence run South 02°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°36'40° East, a distance of 181.63 feet; thence run North 02°27'15° East, a distance of 425.00 feet; thence run South 89°34'46° East, a distance of 10.00 feet; thence run South 58°46'32° East, a distance of 500.00 feet; thence run South 58°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 Worthwest, having a radius of 100.00 feet; thence run tangent to said curve. North 66°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°53°00°, and an arc length of 120.22 feet; thence run tangent to said curve North 02°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.

BRUCE R ABERNETHY, OR.

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 5 day of



JANE L. BROCK
MY COMMISSION # CC434168 EXPIRES
February 12, 1900
BONDED THRU TROY EARN MERCURY

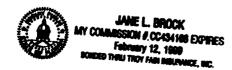
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY NOTARY STAMP:

STATE OF FLORIDA COUNTY OF ST. LUCIE

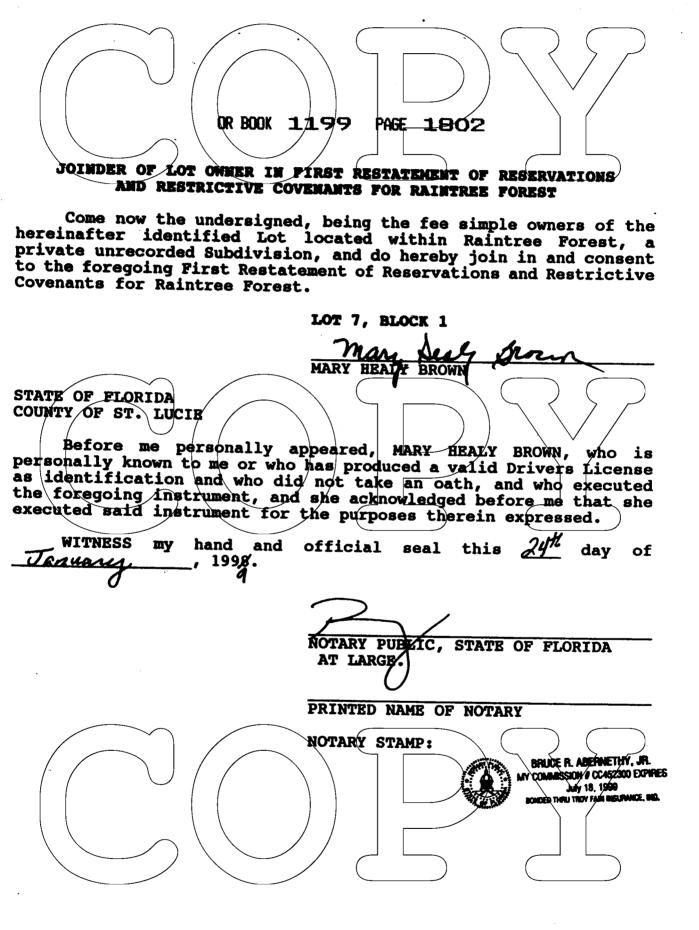
Before me personally appeared, BRIDGET U. ABERNETHY, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein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

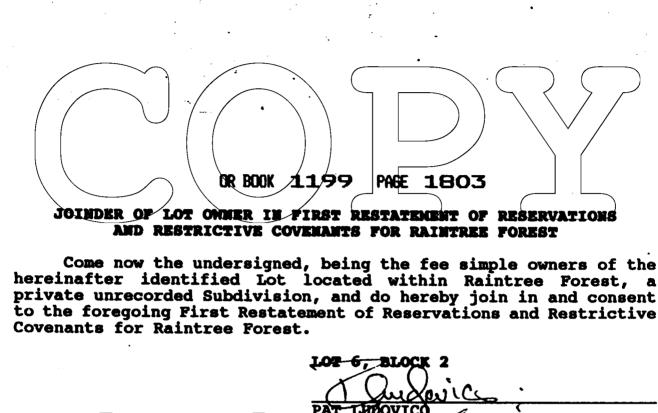
WITNESS my hand and official seal this 25 day of



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY NOTARY STAMP:





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.

LAURA LUDOVICO

WITNESS my hand and official seal this 24th day of January, 1997.

NOTARY FUBLIC, STATE OF FLORIDA AT LARGE

PRINTED NAME OF NOTARY NOTARY STAMP:

STATE OF FLORIDA COUNTY OF ST. LUCIE FARY STAMP:

BRUCE R. ABERNETHY, JR.

MY CUMMISSION # CC462300 EXPIRES

LONGED THEN THON FAM MISLIFANCE, INC.

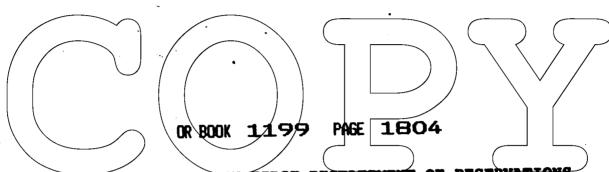
Before me personally appeared, LAURA LUDOVICO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein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

WITNESS my hand and official seal this $\frac{24^k}{2}$ day of

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINTED NAME OF NOTARY NOTARY STAMP:

BRUCE R. ABERNETHY, JR.
MY COMMISSION & CC452300 EXPIRES
July 18, 1999
SOURCE THRU THOY FAIR RESUMANCE, NO.



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.

STATE OF FLORIDA
COUNTY OF ST. LUCIE
Before me personally appeared, STEPHEN G. REDSTONE, who is

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 day of

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

STATE OF FLORIDA COUNTY OF ST. LUCIE

PRINTED NAME OF NOTARY

NOTARY STAMP:

MY COMMISSION # CC-462300 EXPIRES

MY COMMISSIO

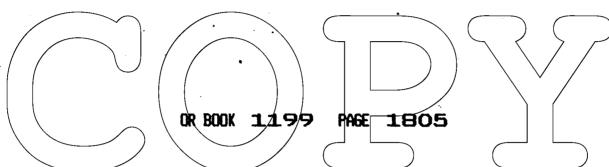
Before me personally appeared, BONNIE L. REDSTONE, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein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

WITNESS my hand and official seal this off day of

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY STAMP:

BRUCE R. ABERGETHY, JR.
MY COMMISSION & CCAS2300 EXPIRES
July 10, 1000
ACCION TIGH TROY PAIR BISLANCE, MD.



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 8, BLOCK 1 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. official seal this 24th day WITNESS my hand and . NOTARY PUBLIC, STATE OF FLORIDA AT LARGE. PRINTED NAME OF NOTARY BRUCE R. ABERNETHY, JR. NOTARY STAMP: MY COMMISSION & CC482300 EXPIRES July 18, 1999 UNDED THE TROY FAIR RESURANCE, SEC. 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.

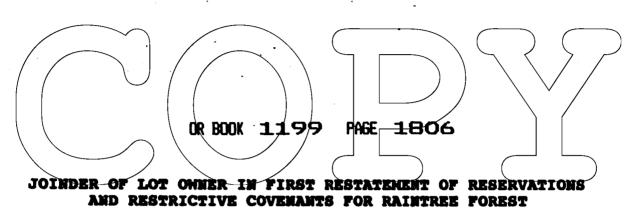
WITNESS my hand and official seal this , 1994.

> NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINTED NAME OF NOTARY **NOTARY STAMP:**



BRUCE R. ABERNETHY, JR. AV COMMUNICAL & CC482300 EXPINES July 18, 1900 SCHOOL THREE YEARS BUBLINAMES, BAC.



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

CANDRA K DICANNO

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 day of

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINTED NAME OF NOTARY NOTARY STAMP:

BRUCE R. ABERNETHY JR.
MY COMMISSION OF CC462300 EXPIRES
JULY 18, 1900
COMMISSION OF ANY RELIBERT INC.

STATE OF FLORIDA COUNTY OF ST. LUCIE

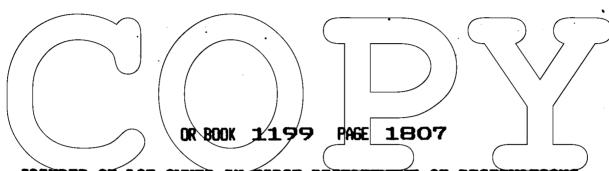
Before me personally appeared, SANDRA K. PICANO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein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

WITNESS my hand and official seal this of day of

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY STAMP:





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

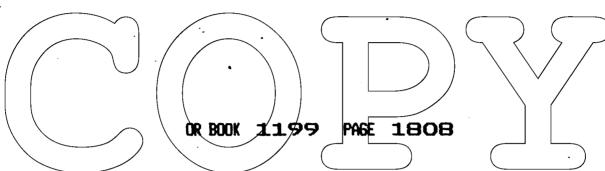
Come now the undersigned, being the fee simple owners of the hereinafter identified Lot located within Raintree Forest, a private unrecorded Subdivision, and do hereby join in and consent to the foregoing First Restatement of Reservations and Restrictive Covenants for Raintree Forest.

LOT 15, BLOCK 1 AND LOT 16, BLOCK 1 Jerry Kreiser 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. hand and official seal this 24th day WITNESS my NOTARY PUBLIC, STATE OF FLORIDA AT LARGE. PRINTED NAME OF NOTARY BRUCE R. ABERNETHY, JR. MY COMMISSION & CC482300 EXPIRES NOTARY STAMP: July 18, 1999 CONDED THRU THEN FAM MESURANCE, IN STATE OF FLORIDA COUNTY OF ST. LUCIE Refore 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 🥥 To Late

> NOTARY FUBLIC, STATE OF FLORIDA AT LARGE.

PRINTED NAME OF NOTARY NOTARY STAMP:

BRUCE R. ABERNETHY, JR.
MY COMMISSION & CC452300 EXPIRES
July 18, 1990
BONDED THE WITHOUT FAMILIEUMANCE, INC.



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. LUCKE Before me personally appeared, CRAIG B. 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. hand and official seal this 21 day Witness my NOTARY POBLIC, STATE OF FLORIDA AT LARGE. PRINTED NAME OF NOTARY BROOD TAKENED THE : BRUCE R. ABEHNE TY R. MAY COMMISSION & OF MEZICU - PIPES

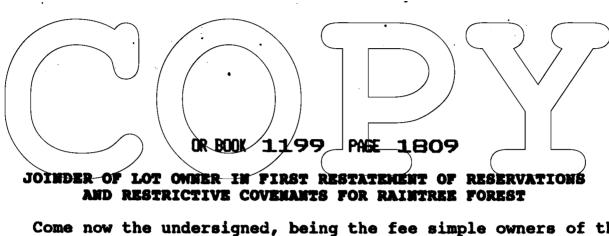
LONGS, TIGUTORY ALLES - LES - L STATE OF FLORIDA COUNTY OF ST. LUCIE Before me personally appeared, MBIANIE M. FRANCISCO, who is personally known to me or who has produced a valid Drivers License as identification and who did not take an oath, and who executed the foregoing instrument, and she acknowledged before me that she executed said instrument for the purposes therein expressed. official seal this

PRINTED NAME OF NOTARY BRUCE R. ABERNETHY, JR. NOTARY STAMP:

MY COMMISSION & CC452300 EXPIRES MAY 16, 1999

SOURCE THRU THEY FIRM HELINAIDE, INC.

STATE OF FLORIDA



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 /OSFERRIBDER
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
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.
PRINTED NAME OF NOTARY LINDA / 18990MS NOTARY STAMP: My COMMISSION & CC442801 EXPL Morch 1, 1999 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 18th day of Sentrary, 1998.
MOTARY PUBLIC, STATE OF FLORIDA

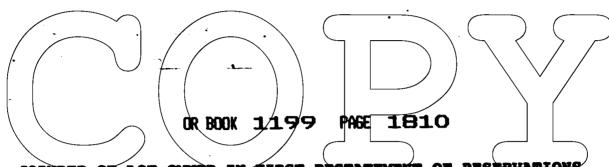
AT LARGE.

LINDA A. HARRIS

PRINTED NAME OF NOTARY SEAL LINDA A HARRIS
NOTARY STAMP:

NOTARY STAMP:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC413737
COMMISSION FOR CRIT 16.1468 MY COMMISSION EXP. CKT. 16.1-68



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.

Covenants for Raintree Forest. LOT 7, BLOCK 2 BLIZAPETH 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. hand and official seal this , 1998. NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC, STATE OF FLORIDA NIS PRINTED NAME OF NOTARY OFFICIAL NOTARY SEAL. DOROTHY M DAVIS NOTARY STAMP: NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO CC641622 MY COMMISSION EXP. MAY 16,2001

PAGE 1811 OR BOOK 1199

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

SR

PAMBLA 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.

hand and official seal this 2nd day , 1998.

MAI W. HEMING

FLORIDA NOTARY PUBLIC; STATE OF AT LARGE.

ori m. HEMINGS PRINTED NAME OF NOTARY NOTARY STAMP:

COUNTY OF ST. LOUIS

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 and day March



CHINES 10:16

#CC 695446

ATE OF NOTARY PUBLIC, AT LARGE.

LURI M. HEMINGS PRINTED NAME OF NOTARY

NOTARY STAMP:

