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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR PINECREST LAKES
PHASE I, II, III, IV, V, VI, VII, VIII and IX

The Declaration of Protective Covenants for Pinecrest Lakes has been recorded in the Public Records of Martin County, Florida, commencing at Official Records Book 467, Page 2552 (Phase I), Book 514, Page 221 (Phase II), Book 565, Page 2554 (Phase III), Book 612, Page 805 (Phase IV), Book 672, Page 2064 (Phase V), Book 715, Page 2630 (Phase VI), Book 754, Page 206 (Phase VII), Book 776, Page 753 (Phase VIII) and Book 784, Page 773 (Phase IX). The same Declarations are hereby amended and restated as approved by the owners of Pinecrest Lakes at a meeting held August 30, 1993.

PREAMBLE

The owners at Pinecrest Lakes desire to amend, clarify and update the Declaration of Protective Covenants, and rededicate the property of Pinecrest Lakes to the covenants conditions and restrictions contained herein. All changes to this document that may differ from the Covenants as originally recorded are intended to apply only to new and future residences and construction and will have no retroactive effect on existing residences at Pinecrest Lakes.

ORSEN 051 PGI 906

GENERAL ARTICLES

**ARTICLE I
DEFINITIONS**

The following words, when used in this Amended Declaration of Protective Covenants, the Amended Articles of Incorporation and the Amended Bylaws shall have the following meanings:

A. "DEVELOPER" shall mean and refer to PINECREST LAKES, INC., its successors and assigns.

B. PINECREST LAKES shall mean and refer to the property known as PINECREST LAKES PHASE I, II, III, IV, V, VI, VII, VIII, and IX, according to the plats as recorded by developer in Martin County official records. The ASSOCIATION may, at its option, accept future phases of Pinecrest Lakes but has no obligation to do so.

C. "PLAT" shall mean and refer to the plats of the above properties.

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

E. "ASSOCIATION" shall mean PINECREST LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for carrying out the duties, obligations and restrictions of this Amended Declaration of Protective Covenants.

F. "PINECREST LAKES HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS" shall mean a Board elected to manage the affairs of the ASSOCIATION and hereinafter referred to as the "BOARD".

G. "PINECREST LAKES ARCHITECTURAL REVIEW COMMITTEE" shall mean a Committee established pursuant to Article V of this Amended Declaration of Protective Covenants and hereinafter referred to as Architectural Review Committee.

H. "COMMON LANDS" shall mean those parcels which are owned by PINECREST LAKES HOMEOWNERS ASSOCIATION, INC.

I. "LOT" shall mean any platted property or lot within Pinecrest Lakes.

**ARTICLE II
HOMEOWNERS ASSOCIATION**

The Developer has caused to be created PINECREST LAKES HOMEOWNERS ASSOCIATION, INC., for the purpose of carrying out all the restrictions and covenants of this Amended Declaration of Protective Covenants. Each Owner, by virtue of fee title ownership, in all phases of Pinecrest Lakes shall be a member of Pinecrest Lakes Homeowners Association, Inc. Membership shall terminate upon sale of a lot and recording of a deed to a new fee title owner.

While it is not the intention of ASSOCIATION to approve or disapprove any transfer of a lot in Pinecrest Lakes, it is important to the operation of ASSOCIATION that notice be provided of any transfer. Prior to recording a deed which transfers title to a lot or any portion thereof, the transferee must obtain from ASSOCIATION, a certificate of transfer, acknowledging that ASSOCIATION has been advised of the title transfer. The certificate may be recorded with the deed. The ASSOCIATION shall also be supplied a copy of the deed after recording.

**ARTICLE III
COVENANT FOR ASSESSMENTS**

A&R DA A&R DL
SECTION 1. PURPOSE OF ASSESSMENT. The assessments levied by the ASSOCIATION shall be used for the purpose of promoting the health, safety and welfare of all members of Pinecrest Lakes Homeowners Association, Inc., including the cost of maintaining common areas and all costs reasonably associated with carrying out the powers and duties of the ASSOCIATION.

SECTION 2. CREATION OF LIEN. Each Owner of any lot in Pinecrest Lakes, by acceptance of a deed therefor whether or not it shall be expressed in any such deed or other conveyance, shall covenant and agree to pay the ASSOCIATION such fees or charges to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be charged to the land and shall be a continuing lien upon the property against which each such assessment is made.

SECTION 3. AMOUNT AND PAYMENT OF ANNUAL ASSESSMENTS. On January 1 of each year, Owner shall pay to the ASSOCIATION on or before such date, the amount of the assessment or assessments, as provided for hereinafter, against the property. The amount of the assessment shall be fixed by the Board at least twenty (20) days in advance of January 1, on which date the assessment shall be due and payable. Written notice of the assessment shall be sent to every Owner subject to the assessment. Such notice shall be deemed to have been given if it is deposited postage paid in the United

States mail addressed to the name or names and address under which the property in question is listed on the records of the ASSOCIATION.

SECTION 4. SPECIAL ASSESSMENTS. The ASSOCIATION may also charge and collect emergency assessments and special assessments as provided in the Amended By-Laws.

SECTION 5. CERTIFICATE OF PAYMENT. The ASSOCIATION shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the ASSOCIATION setting forth whether any assessments made against his/her lot or lots have been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

SECTION 6. EFFECT OF NON-PAYMENT OF ASSESSMENT. THE LIEN: REMEDIES OF THE ASSOCIATION. If an assessment is not paid within 30 days of the date due, then such assessment shall bear interest from the date due at the highest rate allowable by law. The ASSOCIATION may in addition collect an administrative late fee on all delinquent assessments in an amount not to exceed \$25.00. The ASSOCIATION may place the assessment in the hands of an attorney for collection and the ASSOCIATION may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment: interest and late fees on the assessment as provided above, as well as reasonable attorney's fees and costs incurred with respect to the enforcement of such lien.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of a bona fide mortgage or mortgages (except from buyer to seller of a lot) now or hereafter placed upon the lot subject to assessment, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the ASSOCIATION that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE IV USE RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES, GARAGES AND GUEST HOUSES

A. Except as hereinafter provided, each lot is restricted to the use of a single family, its household, servants and guests, for general residential purposes.

B. Only one single family residence, one attached private garage for at least two cars and one guest house not to exceed forty percent (40%) of the living area of the main dwelling, shall be erected on any one of the one (1) acre or larger residential lots.

C. If the guest house is to be constructed prior to the main residence or dwelling, the same shall not be occupied for living purposes until work actually commences upon the main residence.

D. Only one single family residence and one attached private garage structure housing at least two (2) cars shall be erected in any of the less than one (1) acre residential lots.

E. Auxiliary buildings may be allowed as approved by the Architectural Review Committee, considering the facts of the particular case.

F. No occupancy shall be permitted in unfinished homes prior to issuance of a certificate of occupancy.

SECTION 2. LAKES.

A. Phase I Lake. The lake is for the use of all Pinecrest Lakes residents and can be accessed through the Phase I park.

B. Phase VII Lake (adjacent to park only). This lake is for the use of all Pinecrest Lakes residents and can be accessed through the Phase VII park. Other lakes in Phase VII shall be subject to the requirements of paragraph C below.

AER-02 C. The lakes located within Phase II (including all waterways and lake lying east of Warner Creek [Lots 85, 86, 87, 103 and 104]), III, IV, VI, VIII, of Pinecrest Lakes shall be for the exclusive use and enjoyment of those lots and lands which abut the lake. Maintenance and supervision of said lake shall be the exclusive right and obligation of the owners who abut the lake. If they fail to maintain the lake properly, ASSOCIATION may maintain the lake and levy a special assessment on the owners who abut the lake. The collection and lien rights shall be the same as set forth in Article III.

Said lakes have been constructed by the Developer in accordance with plans and specifications on file with South Florida Water Management District, and nothing may be done in the course of future maintenance and management which would vary from said plans and specifications or which would violate the statutory authority of South Florida Water Management District.

D. No filling or dredging shall be permitted in any lake.

E. No powered boats shall be permitted in any lake except for those powered by electric trolling motors.

F. On lakefront lots, piers may be built that extend into the lake so long as they do not extend greater than six (6) feet from the lake high water mark and are approved by the Architectural Review Committee.

G. No water shall be withdrawn from any lake for any purpose.

H. No swimming shall be allowed in any lake.

SECTION 3. PARKS. The parks in Pinecrest Lakes Phases I and VII shall be for the use of all residents of Pinecrest Lakes and shall be maintained and regulated by the ASSOCIATION.

SECTION 4. WETLANDS. "Wetlands" are those parcels so described on the plats of Pinecrest Lakes. They shall not be altered, modified or disturbed in any manner without the written approval of Martin County. The adjoining lot owners shall maintain a 25 foot upland buffer from the wetland area. No excavation, fill, fences, etc., will be allowed in these areas.

SECTION 5. PROHIBITED PARKING. All motor vehicles shall be parked in driveways, garages or screened from view. Overnight or extended parking in medians, swales, lawns or in the street is prohibited.

No house trailers, motor homes, recreational vehicles, boats, trailers of any nature, trucks exceeding one quarter ton and/or having an open bed, or commercial vehicles, shall be parked on any lot in Pinecrest Lakes unless completely screened from view, excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Pinecrest Lakes.

SECTION 6. TRASH/UNSIGHTLY GROWTH. Trash and debris resulting from lot clearing and/or construction on any lot in Pinecrest Lakes shall be disposed of by the Owner of said lot prior to occupancy of the residence constructed on said lot. Under no circumstances shall said debris be deposited on any other lot in Pinecrest Lakes or on any of the abutting lands owned or controlled by Pinecrest Lakes, Inc.

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

to pay these expenses at the time of completion of the work, the amount shall be paid by the ASSOCIATION and become a special assessment on the lot, collectible as per Article III.

SECTION 7. OFFENSIVE ACTIVITIES. No activity of an offensive, noxious, dangerous or noisy nature shall be permitted on or permitted upon any lot in Pinecrest Lakes excepting only such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder.

SECTION 8. PETS, LIVESTOCK AND POULTRY. No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become an annoyance or nuisance to the neighborhood. Martin County leash laws shall apply and be observed throughout Pinecrest Lakes.

SECTION 9. MEDIAN. Vehicular travel or parking over or across all unpaved medians in Pinecrest Lakes is absolutely prohibited at all times.

ASRD1 SECTION 10. GARBAGE, TRASH AND CLOTHESLINES. Garbage cans, air conditioners and heaters or other auxiliary equipment shall be completely screened from view. All trash and garbage must be placed at the collection site no earlier than twelve (12) hours before collection and must be removed within twelve (12) hours after collection. Garbage must be in ridged, closed containers.

Clotheslines must be kept behind the residences. On lake front properties, clotheslines shall not be permitted unless completely screened from view on all sides.

SECTION 11. DISPLAY OF SIGNS. No sign of any nature, excepting temporary "for rent", "for sale" or "beware of dog" signs may be placed on any lot in Pinecrest Lakes, without advance approval of the Board of Directors, except builder signs are acceptable during construction periods.

SECTION 12. OIL AND GAS WELLS. No well for the production of or from which may be produced oil or gas shall be dug or operated upon any lot in Pinecrest Lakes; nor shall any machinery, appliance, or structure ever be placed, operated or maintained thereon in connection therewith.

A&R D5 → Section 13 added
Leasing

**ARTICLE V
BUILDING AND LANDSCAPING PLANS**

SECTION 1. IN GENERAL. For the purpose of insuring the development of the lands in the Pinecrest Lakes as a residential area of high standards, the ASSOCIATION reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot.

SECTION 2. The Board of Directors of the ASSOCIATION shall appoint an Architectural Review Committee of not less than three (3) members to review all building and landscaping plans.

SECTION 3. APPROVAL OF PLANS. Whether or not provisions therefore are specifically stated in any conveyance of a lot, the Owner or occupant of each and every lot, by acceptance of title thereto by taking possession thereof, covenants and agrees that no building, wall, structure, fence, landscaping or other improvements, shall be placed upon such lot unless and until plans and specifications therefor and the plot plan have been approved in writing by the Architectural Review Committee. In addition to the restrictions and covenants found in this Amended Declaration, the Architectural Review Committee may adopt reasonable rules and guidelines concerning the procedures to be followed in applying for architectural review.

Two complete sets of plans must be submitted to the Architectural Review Committee for review. The Architectural Review Committee shall have twenty (20) days to review and approve or disapprove. Should the Architectural Review Committee fail to take action within twenty (20) days, the plans shall be considered approved except for violations of the restrictions herein. Each such building, wall, fence, structure, landscaping or other improvement shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved.

If approval is not granted by the Architectural Review Committee, any Owner may request a hearing before the Board of Directors upon written application within twenty (20) days of denial by the Architectural Review Committee. The Board of Directors shall then allow the Owner an opportunity to present his position to the Board of Directors. The Board may approve, disapprove or modify the decision of the Architectural Review Committee. The decision and interpretations of these restrictions by the Board of Directors shall be final.

SECTION 4. All approved construction must be completed within one (1) year of approval or be resubmitted for reconsideration.

SECTION 5. A landscape plan must be submitted to the Architectural Review Committee. The landscaping plan must be included with the plans for the proposed residence to be constructed. The landscape plan must show the type, size and location of the plants. Landscaping must be completed within ninety days after the issuance of a certificate of occupancy.

REQUIREMENTS: Existing or Planted

1. Lot size of 1 acre and larger
 - a. 14 trees of no less than 12 feet in height.
 - b. 75 plants no less than 5 gallons in size.
2. Lot size less than 1 acre
 - a. 8 trees of no less than 12 feet in height.
 - b. 50 plants no less than 5 gallons in size.

SECTION 6. No trees six (6) inches or larger in diameter may be removed from the lot except as necessary for the construction of the home, garage, drives, patio, pool, safety of residents or good forestry practices, or unless replaced by a comparable tree.

SECTION 7. RESIDENTIAL SITES. A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence.

No re-subdivision of lots shall be permitted if it would reduce the lot size to less than the total area as originally platted.

SECTION 8. NEW RESIDENCES AND ADDITIONS

A. Prior to January 1, 1994, all one story dwellings shall contain a minimum living area of 1,800 square feet exclusive of porches, patios, utility areas, garages, or similar areas. For plans submitted on or after January 1, 1994, the minimum living area will be 2,200 square feet.

B. All two story dwellings shall contain a minimum living area of 1,400 square feet on the ground floor exclusive of porches, patios, utility areas or garages, and a minimum living area of 800 square feet on the second floor.

C. All dwellings shall include an attached two car garage. For lots of 1 acre or more, the attached garage must be rear or side entrance, except as provided in declaration. The garage must contain a minimum of 400 square feet, exclusive of all areas within the garage which are allotted to utility storage such as laundry equipment, hot water heaters or household storage.

D. On lakefront lots, garages must not have a vehicle entrance from the rear of the dwelling.

E. Where applicable, guest houses will be permitted to have an attached one car garage.

SECTION 9. SETBACK LINES. Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond the following setback lines:

A. Pinecrest Lakes Phases I, II, III, IV and V:

(1) 50 feet from all street rights of way; 20 feet from side property lines; and 30 feet from rear property lines.

(2) 75 feet from the lakefront property line on Lots 12 through 38, Phase I, which abut lakes.

(3) 75 feet of the lakefront property line except on that Lots 85, 86, 87, 103 and 104, Phase II, are excluded from this exception.

(4) 75 feet of the lakefront property line except on Lots 168 to 183, Phase III, inclusive which have the following setbacks:

(a) No building may be located within forty (40) feet of the lake;

(b) Screened but unroofed swimming pool may be located no closer than 25 feet of the lakefront lot line on waterfront lots.

(5) 40 feet from lakefront property line in Phase IV.

B. Pinecrest Lakes Phase VI:

(1) 50 feet from all street rights of way (except on corner lots where the setback to the narrow side of the structure may be reduced to 40 feet.

(2) 15 feet from side property lines.

(3) 25 feet from rear property lines except that on waterfront lots the setback to the roofed portion of the residence shall be 35 feet.

(4) Screened but unroofed swimming pool may be located no closer than 25 feet of the lakefront lot line on waterfront lots.

C. Pinecrest Lakes Phase VII:

(1) 50 feet from all street rights of way (except on corner lots where the setback to the narrow side of the structure may be reduced to 40 feet).

(2) 15 feet from side property lines.

(3) Screened but unroofed swimming pool may be located no closer than 20 feet of the lakefront lot line on waterfront lots and 10 feet of rear lot line on lots not bordering on lakes.

D. Pinecrest Lakes Phases VIII and IX

(1) 50 feet from all street rights of way (except on corner lots where the setback to the narrow side of the structure may be reduced to 40 feet).

(2) 15 feet from side property lines.

(3) 25 feet from rear property lines except that on waterfront lots the setback to the roofed portion of the residence shall be 40 feet.

(4) Screened but unroofed swimming pool may be located no closer than 25 feet of the lakefront lot line on waterfront lots.

SECTION 10. MEASUREMENTS. Where lots have curved property lines, setback distances shall be taken at right angles to a line tangent to the curve at the point from where said measurement is taken.

SECTION 11. EXCEPTIONS. Terraces, walls, fences, lot platforms or steps, swimming pools and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure, view, or reasonable privacy of the adjoining or facing property and must have the written approval of the Architectural Review Committee.

No driveways shall be constructed within five (5) feet of any lot line except the front lot line.

Where construction is within easement areas, including but not limited to driveways, the approval must also be obtained of any private or public utility which has its facilities in the easement or whose facilities would be affected by the construction.

SECTION 12. DRIVEWAYS. All new residences must have a paved driveway.

All driveway culverts shall include endwalls conforming to Martin County requirements, said endwalls to be installed prior to occupancy of the dwelling.

Specifically as to lots fronting on the westerly and southerly side of Pinecrest Lakes Boulevard, a pedestrian/bike path has been installed by Developer. This path has not been constructed to withstand heavy vehicular traffic. Therefore, at such time as a driveway is installed to serve any lot abutting said path, the path shall be cut on a straight line to the exact width of the driveway and then the driveway shall be installed in a manner which will retain the original contour and continuity of the said path. The joints between the path and the driveway shall provide a smooth indiscernible transition. The driveway, within the limits of the path area, shall be maintained in a good, serviceable unobstructed and safe condition by the Owner of the abutting lot at all times.

SECTION 13. ROAD AND/OR SWALE DAMAGE. Any damage to road or roadside swales occurring during construction of a residence will be repaired by ASSOCIATION and the total cost thereof should be paid by the owner of the lot abutting the damaged area. Such payment shall be made within ten days after billing date. In the event of nonpayment, the same lien procedure shall apply as set forth in Article III. This procedure can be avoided if the owner promptly makes repair prior to ASSOCIATION action.

AGRD1 AGRD2 SECTION 14. MAILBOX. At such time as a mailbox is installed on any lot, it shall be placed on a post conforming to the design which has become standard in all phases of Pinecrest Lakes.

SECTION 15. SEPTIC TANKS.

A. Septic tanks shall be located between the dwelling and the lot line nearest the street on waterfront lots.

B. In Pinecrest Lakes Phases VIII and IX, each homesite shall be served by a septic tank and drainfield approved by Martin County Health Department. No septic tank and/or drainfield shall be located within 200 feet in Phase VII, and within 500 feet in Phase IX, of any Martin County Utility well site.

SECTION 16. WATER HOOKUP. Each owner in Pinecrest Lakes Phases IV, V, VI, VII, VIII, and IX shall hook up to the central water system.

SECTION 17. DRAINAGE. Owners, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the public rights of way or drainage easements from those elevations as originally designed and constructed. The elevations or finished grades of driveways, constructed through the drainage swales from the public roads to all lots shall conform to the elevation of the swales through which they were designed and constructed by the Developer. Any driveway culvert installed on any lot shall be installed in full compliance with applicable Martin County ordinances and shall be subject to approval by Martin County.

SECTION 18. TELEPHONES AND ELECTRIC POWER UNDERGROUND SERVICE. All electric transmission and distribution lines and communication lines within the lots shall be underground. Owners are urged to consult with Florida Power & Light Company, Southern Bell and Adelphia Cable prior to construction of a driveway to any lot.

SECTION 19. FENCES AND ASSOCIATED STRUCTURES

A. No chain link fence shall be permitted on any lot. No fence shall exceed six (6) feet in height and shall not extend toward the street lot line beyond the streetside wall of any house.

B. No fence or associated structure may be erected without prior approval of the Architectural Review Committee.

C. All equipment areas shall be screened from view.

D. No fence shall be permitted along the side lot lines between the lakeside of any home and the lakefront lot line which will restrict any neighbor's view of the lake.

E. No fencing shall be permitted along the lake frontage excepting fencing of a temporary nature with the permission of the Architectural Review Committee.

F. All fences shall be maintained at all times both structurally and visually in a manner which will prevent the appearance of deterioration or unsightliness.

G. Structures that are erected to enclose a vehicle or trailer may in some cases be required to exceed six (6) feet.

SECTION 20. SHEDS. A construction shed may be placed on a lot and remain temporarily only during the course of active construction of a residence. No storage shed, temporary or permanent, may be built on any lot prior to written approval by the Architectural Review Committee as to design, size and location.

A&R D5 A&R D7 A&R D7

SECTION 21. REMEDIES FOR VIOLATIONS. In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through, or under ASSOCIATION or by virtue of any judicial proceedings ASSOCIATION and/or the Owner of lots in Pinecrest Lakes or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. Failure to enforce any right, reservation, restriction or condition contained herein, however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions; they shall remain in full force and effect.

ARTICLE VI
DURATION AND MODIFICATIONS OF COVENANTS AND RESTRICTIONS

The foregoing covenants and restrictions which shall be binding upon all Owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in Pinecrest Lakes, running with the land and shall be deemed for the benefit of all the lands in Pinecrest Lakes; and they shall be and remain in full force for twenty-five (25) years following the date of recording of this amended declaration. Said covenants and restrictions shall, upon the expiration of the twenty-five (25) year period, be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then Owners of the lots in Pinecrest Lakes, it is agreed to terminate them.

The ASSOCIATION may, by vote of fifty one percent of the total membership, amend, add to or delete from these covenants and restrictions; provided, however, that any such additional covenants and restrictions or amendments or modifications thereto shall not affect the lien of any mortgage then encumbering any of the properties. Amendments may be proposed by the Board of Directors or by ten percent of the membership. Such amendments must be recorded in the public records of Martin County.

A&R D3 → adding in Article VII
to add in Phase X

The foregoing Amended and Restated Declaration was adopted by the owners of Pinecrest Lakes at a meeting held on August 30, 1993.

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 17th day of September, 1993.

WITNESSES:

PINECREST LAKES
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness signature

By: [Signature]
Jordan Jenks, President

Dorian L. Ross
Printed Name of Witness

[Signature]
Witness signature

Janet F. Haggman
Printed Name of Witness

[Signature]
Witness signature

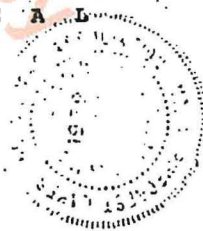
By: [Signature]
Barbara Stevens, Secretary

Nancy T. Hodder
Printed Name of Witness

[Signature]
Witness signature

Janet F. Haggman
Printed Name of Witness

S E A L



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 17th day of September, 1993, by Jordan Jenks and Barbara Stevens as President and Secretary, respectively, of Pinecrest Lakes Homeowners Association, Inc. [☒] who are personally known to me or [☐] who have produced identification [Type of Identification: _____] and who [☐] did or [☒] did not take an oath.

Janet F. Hageman
Signature

Janet F. Hageman
Printed Name

Commission Stamp/Seal:

Commission Expires:

Commission No:

JANET F. HAGEMAN
Notary Public, State of Florida
My Comm. expires January 31, 1995
No CC 080327

CERTIFICATE

Pinecrest Lakes Homeowners Association, Inc., by its duly authorized officers, hereby certifies this Amended and Restated Declaration of Protective Covenants, a copy to which this certificate is attached, was duly and regularly adopted and passed by the owners of Pinecrest Lakes, at a meeting held on August 30, 1993.

EXECUTED this 17th day of September, 1993.

WITNESSES:

PINECREST LAKES
HOMEOWNERS ASSOCIATION, INC.

Deborah L. Russ
Witness signature

By: Jordan Jenks
Jordan Jenks, President

Deborah L. Russ
Printed Name of Witness

Janet F. Hageman
Witness signature

Janet F. Hageman
Printed Name of Witness

Nancy T. Huddle
Witness signature

Nancy T. Huddle
Printed Name of Witness

Janet F. Hagman
Witness signature

Janet F. Hagman
Printed Name of Witness

By: Barbara Stevens
Barbara Stevens, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 17th day of September, 1993, by Jordan Jenks and Barbara Stevens as President and Secretary, respectively, of Pinecrest Lakes Homeowners Association, Inc. [☒] who are personally known to me or [☐] who have produced identification [Type of Identification: _____] and who [☐] did or [☒] did not take an oath.

Janet F. Hagman
Signature

Janet F. Hagman
Printed Name

Commission Stamp/Seal:
Commission Expires: JANET F. HAGMAN
Notary Public, State of Florida
Commission No: My Comm. expires January 31, 1995 No. CC 020377

Record and Return to: Jane L. Cornett, Esq.
Wackeen, Cornett & Googe, P.A.
Post Office Box 66
Stuart, Florida 34995