



**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
SUMMERFIELD**

The purpose of this Amended and Restated Declaration of Protective Covenants is to continue the purposes of the Declaration of Protective Covenants for Summerfield, recorded in Official Records Book 996, Page 552, et. seq., and amended at Official Records Book 1034, Page 744, et. seq., Official Records Book 1080, Page 1330, et. seq., Official Records Book 1777, Page 2800, et. seq., Official Records Book 1982, Page 36, et. seq., and Official Records Book 2638, Page 599, et. seq., public records of Martin County, Florida. All provisions of this Amended and Restated Declaration of Protective Covenants and all exhibits hereto shall be construed to be covenants running with the land.

**ARTICLE I
DEFINITIONS**

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

(A) Areas of Common Responsibility shall mean and refer to the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, any public rights-of-way, medians, canals, irrigation systems, and drainage pipes and pumps within or adjacent to the Property, may be part of the Area of Common Responsibility.

(B) Association shall mean and refer to SUMMERFIELD COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

(C) Base Assessment shall mean and refer to the operating funds of the Association that are utilized for the general benefit of all Unit Owners and which are assessed equally against all Unit Owners within the Property and refers to those charges against each Unit made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

(D) Board of Directors shall mean and refer to the Board of Directors of the

Association.

(E) Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

(F) Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on the recorded subdivision plat of the Property or conveyed to the Association by Deed and/or all personal property and real property which may subsequently be acquired by the Association for the common use and enjoyment of the Owners. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise. Common Property shall include all sidewalks.

(G) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.

(H) Golf Club Property shall mean and refer to the land and recreational facilities known as The Champions Club at Summerfield, a public golf course facility, or its successor.

(I) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

(J) Development Plan shall mean and refer to the graphic representation of the plan for the development of the Property, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(K) District(s) shall mean and refer to those portions of the Property designated as such on Exhibit "B", the Development Plan, attached hereto. A District shall not be governed by a separate Association.

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

(M) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund or agency of the United States Government.

(N) Management Agreement shall mean and refer to a contract for

management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.

(O) Member shall mean and refer to a person or entity that has acquired fee simple title to any Unit in Summerfield.

(P) Architectural Review Board shall mean and refer to that Committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

(Q) Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed.

(R) Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.

(S) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(T) Project shall mean and refer to that residential golf course community to be developed and located on the real property identified in Exhibit "A" hereto and known as SUMMERFIELD.

(U) Property shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration.

(V) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed within the Project and is dedicated to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

(W) Unit shall mean and refer to a portion of the Property used and occupied as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) townhouse units, duplexes, cluster homes, patio or zero lot line residences, villas, single family detached houses on separately platted lots, all as may be developed, used and defined as herein provided, covering all or a part of the Property. The Unit shall consist of the improved dwelling together with the balance of the unimproved lot.

(X) Villa shall mean and refer to a single family residence which is attached and shares a common wall with a similar family residence.

(Y) Lot shall mean and refer to any lot as shown on a plat of any part of the project and any resubdivision of a said plat or any portion thereof.

(Z) Zero Lot Line Residence shall mean and refer to a residence which is constructed within approximately one (1) foot of the side line of any Lot.

ARTICLE II **DEVELOPMENT**

SUMMERFIELD has been developed as a planned residential community.

The Association was formed to maintain and operate the Common Property for the benefit of the Members. The Association shall assess each Unit charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the maintenance of the Common Property and Areas of Common Responsibility and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association.

The Association is a homeowners association and shall be governed by Chapter 720 of the Florida Statutes as amended from time to time. The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes.

ARTICLE III **PROPERTY SUBJECT TO THIS DECLARATION**

1. PROPERTY. The Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration as amended from time to time.

2. TRANSFER OR ASSIGNMENT BY OWNERS. Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt from time to time.

ARTICLE IV
SUMMERFIELD COMMUNITY ASSOCIATION, INC.

1. **FORMATION.** The Association was formed by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. A copy of the Articles of Incorporation, which may be amended from time to time is attached hereto as Exhibit "D". A copy of the By-Laws of the Association which may be amended from time to time is attached hereto as Exhibit "E". The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-Laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration. The Association shall not be dissolved without the approval of Martin County.

2. **MEMBERSHIP.** A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in SUMMERFIELD by filing a deed in the office of the Clerk of the Circuit Court in and for Martin County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.

3. **ADMINISTRATION OF THE ASSOCIATION.** The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles of Incorporation or By-Laws contrary to these prohibitions shall be of no force or effect.

4. **VOTING.**

(A) Members shall be all Owners. Members shall be entitled to one (1) equal vote for each Unit owned by such Member, as to matters on which the Membership are entitled to vote as provided herein and in the By-Laws, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws. There shall be only one (1) vote per unit. Should any Member own more than one (1) Unit, such

Member shall be entitled to exercise or cast one (1) vote for each such Unit. When more than one (1) person holds the ownership interest required by Section 2 above for membership, all such persons shall be Members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where an Owner is entitled to personally exercise the vote for his or her Unit.

5. SUSPENSION OF MEMBERSHIP RIGHTS. The Association may suspend common area use rights and suspend voting rights of a Member in accordance with Florida Statute 720.305(2017) as amended from time to time.

ARTICLE V COMMON PROPERTY

1. COMMON PROPERTY. The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property and Areas of Common Responsibility, notwithstanding the manner in which fee simple title to the Common Property may be held. The Common Property was conveyed to the Association in "As Is" condition at the time of such transfer. Those portions of the Common Property designated as Preserve Areas by Martin County shall be maintained in compliance with the Preserve Area Management Plan at the time of such transfer.

2. ACQUISITION OF PROPERTY. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property.

3. MAINTENANCE OF PROPERTY. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property and the Areas of Common Responsibility (except as otherwise set

forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance areas of the Project, including the gate house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Project.

(B) The Streets, sidewalks, bike paths and other areas of Improvements related thereto within the Project, including but not limited to, signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within or around the perimeter of the Project.

(D) Those lake banks and the water quality of those lakes identified on Exhibit "B", the Development Plan, attached hereto.

(E) The master storm drainage system located on the Project and the master irrigation system servicing the Project. The master irrigation system includes the main pumping station, the timer control devices controlling the irrigation of each Unit and all piping from the main pumping station up to and including the manual control valves and boxes that control individual zones.

(F) The Preserve Areas as shown on the Summerfield Residential P.U.D.

(G) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

In the event that the Association, or its successor, fails at any time to maintain the Common Property in reasonable order and condition in accordance with the approved final development plans, then Martin County may serve written notice by certified mail, return receipt requested, upon the Association and upon each Member of the Association, which notice shall set forth the manner in which the Association has failed to maintain the Common Property in reasonable order and condition. The notice shall demand that such failure be remedied within thirty (30) days of the date of the notice or, in the alternative, the Association may appear before Martin County at a specified time, but not less than ten (10) days nor more than thirty (30) days after the sending of the notice, either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy the failure within the thirty (30) day period. In the event the Association cannot remedy the failure within the thirty (30) day period or such longer period as Martin County may have allowed, then, in order to preserve the taxable values of the real property within SUMMERFIELD and to prevent the Common

Property from becoming a public nuisance, Martin County shall hold a public hearing to consider the advisability of entering upon the Common Property and maintaining it for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the Association and to each Member of the Association and shall be published in a newspaper of general circulation published in Martin County, Florida. The notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, Martin County may determine that it is or is not advisable for Martin County to enter upon such Common Property, take possession of it and maintain it for one (1) year. An easement has been granted to Martin County for such right of entry, possession and maintenance, provided that the above procedures have been followed. Such entry, possession and maintenance by Martin County shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Property.

Martin County may, after a public hearing noticed as set forth above, return possession and maintenance of the Common Property to the Association, abandon such possession and maintenance, or continue such possession and maintenance for a period to be determined by Martin County.

The cost of such maintenance by Martin County mentioned above, shall be assessed ratably against all Units within the Property and shall become a charge or lien on the Units, and such charge shall be paid by the Members of the Association within thirty (30) days after receipt of a statement therefor.

4. GATE HOUSES AND MECHANICAL GATES. There shall be a gate house plus mechanical gates located on Summerfield Way on the entry road from U.S. Highway 1 (the "U.S. 1 Gate house") and either a gate house and/or mechanical gates located on Northgate Drive on the entry road from Cove Road (the "Cove Road Entry") as well as on Entry Court into Summerfield Pointe off of Summerfield Way. The Association shall maintain such gate house(s) and/or mechanical gates. The Association may elect to hire staff for the gatehouse(s). Payment for personnel hired to staff the gate house(s) shall be an expense of the Association.

5. RECREATION FACILITIES. The Common Property shall include recreational facilities. The Association shall be responsible for maintaining the recreational facilities. The Association shall have the right to add additional recreational facilities and amenities suitable for the Summerfield Community. Notwithstanding anything herein to the contrary, recreational facilities included within the Summerfield P.U.D. cannot be removed without approval of Martin County.

6. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY. The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of

its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

7. TRAFFIC REGULATIONS AND TOWING. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Project, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided herein below. The Association shall have the right to authorize the towing of any vehicle in violation of the Traffic Regulations or Article XIII (D) below. The cost of towing shall be a charge against the owner of the vehicle. The Association, its officers, directors and employees shall be held harmless by the owner of the vehicle with regard to such towing of the vehicle.

8. ENFORCEMENT OF RESTRICTIONS. The Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity. As the remedy at law for any breach of any of the terms of this Agreement may be inadequate, the Association shall have a right of temporary and permanent injunctive and other equitable relief which may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

9. CONTINUAL MAINTENANCE. In the event of a permanent dissolution of the Association, title to the Common Property shall be first offered to the successor association (to be a not-for-profit corporation) and, if not accepted by the successor association, then to any applicable governmental agency. In no instance shall Martin County, Florida be obligated to accept any dedication offered to it by the Members of the Association pursuant to this Section, but Martin County, Florida may accept such dedication and any such acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners. If no governmental agency accepts the Common Property, then the Members shall immediately thereupon be required to form a successor association (to be a not-for-profit corporation) to hold title to the Common Property and provide for the continued maintenance and upkeep thereof.

ARTICLE VI
MAINTENANCE RESERVE CONTRIBUTION

1. **AUTHORITY.** The Association, through its Board of Directors, shall have the power and authority to make and collect a one-time maintenance reserve contribution to be collected at the closing of the sale of each Unit. No Unit shall be closed without collection of such contribution, if assessed.

2. **USE OF CONTRIBUTIONS.** The maintenance reserve contributions shall be used for repair, replacement and maintenance of Common Area Property for which Reserves as provided in Article VII, Section 2 are either not available or have been depleted, for shortages in insurance premiums, casualty repair and replacement, and major or unexpected landscape replacement or upgrade in excess of insurance proceeds, and like items as shall be determined by the Board of Directors, in its sole discretion.

ARTICLE VII
ASSESSMENTS

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

2. **BASE ASSESSMENTS.** Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property, and for the benefit of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, and the Areas of Common Responsibility; property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Streets; management fees; guard services; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves for capital expenditures and deferred maintenance of depreciable items ("Reserves"), including but not limited to roof replacement, building painting, air conditioner compressors, plumbing and wiring of the Common Property facility, pavement resurfacing, swimming pools and the like; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

3. **COMPUTATION AND COLLECTION OF BASE ASSESSMENTS.**
The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally.

Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A Base Assessment shall be considered delinquent if not paid by the due date.

4. SPECIAL ASSESSMENT. The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be at a uniform amount for each Unit. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When a Special Assessment exceeds ONE THOUSAND (\$1,000.00) DOLLARS per Unit, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval by an affirmative vote of no less than fifty one (51%) percent of the Members present in person or by proxy. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, any such Special Assessment assessed against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine.

5. EMERGENCY SPECIAL ASSESSMENTS. The Board of Directors may levy an emergency special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements to the Common Property. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6. INDIVIDUAL ASSESSMENTS. The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its

discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.

7. COVENANT TO PAY ASSESSMENTS. In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property, Areas of Common Responsibility and Shared Cost Areas for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment, and Individual Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Unit whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a Unit is conveyed to the Owner. An Owner is jointly and severally liable for all unpaid assessments, late fees, interest, attorney's fees and costs, and other charges coming due up to the time of transfer of title. Notwithstanding the foregoing, a purchaser at the foreclosure sale of a first Mortgagee of record is liable for unpaid assessments, interest, late fees, attorney's fees, and other charges as provided in Section 720.3085(2017), Florida Statutes, as may be amended from time to time.

8. EFFECT OF NON-PAYMENT OF ASSESSMENT. All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida Law, from the date when due until paid. Additionally, the Board of Directors may impose a late fee not to exceed the greater of Twenty-five Dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due. The assessment together with interest thereon, late fees and the cost of collection thereof, including attorneys' fees shall be a continuing lien against the Unit against which the assessment is made and shall also be the continuing personal obligation of the Owner of such Unit. The lien shall relate back to the date the original Declaration was recorded in the public records of Martin County, Florida. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records of Martin County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit and/or a suit on the personal obligation of the Owner. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: The cost of such action, interest on the assessment at the maximum rate, as above provided, late fees and attorneys' fees incurred by the

Association. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

9. CERTIFICATE OF ASSESSMENTS. The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

10. SUBORDINATION TO LIEN OF FIRST MORTGAGES. The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee holding a first mortgage of record. Such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a mortgage. No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

ARTICLE VIII MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Areas, including but not limited to drainage systems, recreation and open space, utilities, traffic control devices, the pedestrian system, all Streets, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

The Association shall manage and operate the master irrigation system servicing the Project. The Association shall maintain the central system units, and that portion of the system located in or on the Common Areas as well as all piping up to and including the manual control valves and boxes that control individual zones and which may be located on individual residential properties. The master irrigation system includes the main pumping station, the timer control devices controlling the irrigation to each Unit

and all piping up to and including the manual control valves and boxes that control individual zones. The irrigation water for the master irrigation system shall be supplied through a system of lakes and wells located on the Common Property and the Golf Club Property. The cost of (i) maintaining the well system, and (ii) monthly and annual South Florida Water Management District Water Use Permit allocation, shall be shared with First Fairways, Limited Partnership, its successors and assigns, in accordance with a separate agreement. The Association shall be responsible for 31% of the costs and expenses.

Except as otherwise specifically provided in Sections 1 and 2 of this Article, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard subject, however, to prior written approval of Martin County if the property is owned by or dedicated to the public or Martin County. In order to maintain the Golf Club Property, the Association must first obtain the approval of the lessee-operator of the Golf Club Property, or if there is not a lessee, then approval must be obtained from Martin County.

2. PRESERVE AREAS. The Property shall contain lakes, wetland preserves and upland preserves (collectively, the "Preserves"), which shall be designated on plats of the Property. The Association shall be responsible for the management and maintenance of said lakes and the Preserves, all in accordance with the Preserve Area Management Plan (the "PAMP") attached hereto as Exhibit "C". No construction or alteration shall be permitted on the Preserves except in compliance with the PAMP. The following activities are prohibited in the Preserves: construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings, removal or destruction of native trees, shrubs, or other vegetation, excavation, dredging, or removal of soil material, diking, or fencing, recreational vehicles use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

The semi-annual inspection and monitoring by a botanist of the Preserves as required by the PAMP, and maintaining and operating such areas and the expenses thereof, shall be an operating expense of the Association. Notwithstanding anything herein to the contrary, the Association will be responsible for its costs and expenses and the Lessee operator of the Golf Club property shall be responsible for its costs and expenses as set forth in the Ninth Amendment to Summerfield Golf Club Planned Unit Development Zoning Agreement.

3. OWNER'S RESPONSIBILITY. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a

manner consistent with the Community-Wide Standard and all applicable covenants. Each Owner shall maintain all sprinkler pipes and sprinkler heads which are part of the irrigation system located on each Owner's Unit. Each Owner shall maintain the entire driveway which services his or her Unit, any grass strip between the sidewalk in front of the Unit and the Street, as well as the mailbox which serves the Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article VII, Section 6 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE IX
EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

1. OWNERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of this Section, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Unit.

2. EXTENT OF OWNERS' EASEMENT. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association, to borrow money for the purpose of maintaining or improving the Common Property.

(B) The right of the Association to take such steps as are reasonably necessary to protect the common Property against foreclosure.

(C) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

(D) The right of the Association to properly maintain the common Property and Areas of Common Responsibility.

(E) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility water management or water control district, or other entity or person.

(F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.

(G) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

3. GRANT AND RESERVATION OF EASEMENTS. The Association and the other persons and entities hereinafter set forth are granted the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for Summerfield, including, but not limited to, easements in favor of the Association, any designees of the Association, Members, Owners, and all their family members, guests, and invitees and lessees, and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

(A) Easements to provide for installation, maintenance, service, repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the developer of the Property and/or the Association. The Association (or such other entity as is indicated on the plats) is hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

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

(C) The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

(D) Every Unit and the Common Property are burdened with an easement permitting golf balls unintentionally to come upon the Common Property, Units or common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entering. Each

Owner by acceptance of a deed to any Unit acknowledges (i) that the Golf Club Property will be used by the general public, (ii) that there is no guarantee that any Unit will possess a view of the Golf Club Property, and (iii) the possibility of personal injuries and/or property damage resulting from errant golf balls as a consequence of living in a residence situated on or near a golf course, and EACH OWNER HEREBY WAIVES AND RELEASES THE ASSOCIATION, MARTIN COUNTY AND ITS LESSEE, SUMMERFIELD AND ANY AUTHORIZED USER OF THE GOLF CLUB PROPERTY FROM ANY AND ALL ACTION, CAUSE, SUIT, RECKONING, CLAIM OR DEMAND WHATSOEVER, IN LAW OR IN EQUITY, AS A RESULT OF PROPERTY DAMAGE OR PERSONAL INJURY TO SUCH OWNER, THEIR GUESTS, EMPLOYEES, LICENSEES OR INVITEES CAUSED BY AN ERRANT GOLF BALL.

(E) In addition, golf carts may be operated on all Streets within the Project. EACH OWNER HEREBY WAIVES AND RELEASES MARTIN COUNTY AND ITS LESSEE, SUMMERFIELD AND THE ASSOCIATION FROM ANY LIABILITY ARISING FROM THE OWNERSHIP, OPERATION OR OTHER USE OF GOLF CARTS ON THE STREETS OR PROPERTY. The Association will, from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Project and use of golf carts will be subject to such rules and regulations. Nothing herein shall imply that privately owned golf carts may be used on the Golf Club Property. Rules governing use of privately owned golf carts on the Golf Club Property shall be established and enforced by the golf course operator.

(F) Easements for the installation and maintenance of signs are granted to Martin County for signs related to the Golf Club Property. The location and design of said signs are subject to the approval of the Association, which approval shall not be unreasonably withheld. The Association shall cooperate and work with Martin County with respect to the design and location of the signs. Martin County shall be responsible for all expenses related to the installation and maintenance of the signs, except that Martin County shall be responsible only for its pro-rata share of expenses for any signs that are shared with the Association.

4. EMERGENCY RIGHT OF ENTRY. In case of any emergency originating in, or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Unit for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

5. ADDITIONAL EASEMENTS. The Association, shall have the right to grant such additional easements, including, without limitation, easements to private cable television service companies, security or electronic monitoring service companies, or to relocate existing easements throughout the Property as the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing

easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between the Association and any cable television service company, security or electronic monitoring company or other utility company.

6. RESTRICTION ON OWNER EASEMENTS. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

7. ZERO LOT LINE EASEMENTS. A residence constructed within approximately one foot of the side line of any Lot shall be considered a Zero Lot Line residence. The Owner of a Lot adjoining a Zero Lot Line shall have the right to use the face of the wall of the Zero Lot Line facing said Owner's Lot for purposes approved by the Association. Approval shall be in writing and shall be in the form approved by the Association. Notwithstanding the foregoing, the Owner of a Lot adjoining a Zero Lot Line shall have the right to use the top of the wall or the face of the wall belonging to the adjoining Zero Lot Line facing said Owner's Lot in order to attach and secure a screened enclosure for said Owner's Lot. Screened enclosures installed by the Owner must be approved in writing by the Association prior to installation.

In order to allow the Zero Lot Line Owner to maintain said Zero Lot Line Owner's wall facing the adjoining Lot, said Owner shall have a five foot (5') easement over such adjoining Lot, with the right to ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the wall facing said adjoining Lot. This easement shall not exist for any portion of the wall which is within a screened enclosure on the adjoining Lot. In this instance, the Owner of the adjoining Lot shall be responsible for maintaining that portion of the wall within the screened enclosure. Additionally, the Owner of a screened enclosure attached to the wall shall be responsible for all maintenance of the screened enclosure and related attachments, and for any maintenance of the wall necessitated by the screened enclosure and related attachments.

There shall also be a two foot (2') easement for underground footings, roof eaves, overhangs, gutters, other protrusions, and underground pipelines over said adjoining Lot. The easements created in this section shall be permanent, perpetual and exclusive to the Owners involved.

8. EASEMENTS FOR ENCROACHMENT. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion of the Common Property adjacent thereto or as between adjacent Lots due to minor inaccuracies in the survey, the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between said adjacent Lots, as the case may be, along a

line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association. The encroaching improvement shall remain undisturbed as long as the encroachment exists.

ARTICLE X
CENTRAL CABLE TELECOMMUNICATIONS SYSTEMS

The Association has the right to empower a licensee or franchisee to provide cable telecommunication, security and/or electronic monitoring services within SUMMERFIELD, to enter into an agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole discretion, deem appropriate.

ARTICLE XI
ARCHITECTURAL CONTROLS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in this Article.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no planting or removal of plants, trees or shrubs shall take place except in strict compliance with this Article and Article XII of this Declaration until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect.

1. ARCHITECTURAL REVIEW BOARD (also known as the "ARB"). The Board of Directors may establish an ARB to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The ARB, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any appurtenant thereto.

The ARB shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Community Wide Standard. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARB for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or

approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved. Exterior modifications on Units, including but not limited to, repainting in a different color, shall require the approval of the ARB and meet Martin County permit requirements. The designs and elevations must be kept in harmony with the exterior design of the surrounding Units and those generally in the Community. The same consideration shall apply to the selection of materials, landscaping and paint colors. For purposes of painting only, both attached Units of a Villa must use the same approved color scheme. No permission or approval shall be required to alter or remodel the interior of any Unit. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the ARB fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved. An applicant aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the ARB, shall in all events be dispositive.

2. NO WAIVER OF FUTURE APPROVALS. Except as specifically set forth herein, the approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of ARB shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or matters whatever subsequently or additionally submitted for approval or consent.

3. VARIANCE. The ARB may authorize variances from compliance with any of the rules and regulations established by the ARB when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

4. EXPENSE OF APPROVALS. The ARB may charge a reasonable fee in connection with the approvals required in this Article XI, such fee to be determined from time to time by the Board of Directors.

ARTICLE XII
USE RESTRICTIONS

1. RESTRICTIONS ON USE OF UNITS AND COMMON PROPERTY.

(A) Residential Use. All Units shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose.

(B) Occupancy of Units. Whenever any Unit is owned or leased by a corporation, partnership, or trust, or other form of multiple ownership, no more than 2 persons per bedroom may occupy the Unit at any one time. In the event of the failure of individual(s) to use the Unit in compliance with this Declaration or the rules and regulations of the Association, the Association may demand the immediate removal of the individual(s) from the Unit by the Owner. In the event the Owner fails to remove the party using the Unit, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such individual and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur with reference to such removal.

(C) Pets. Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by the purchase of a Unit, agrees to indemnify the Association, and hold it harmless against loss or liability of any kind arising from the Owner having any animal in SUMMERFIELD.

(D) Recreational and Commercial Vehicles. No motorcycles, boats, trailers, recreational vehicles, trucks, or other motor vehicles, except (i) four-wheel automobile passenger vehicles, (ii) standard pick-up trucks, and (iii) vans shall be placed, parked or stored upon any Unit, except within the garage of a Unit, nor shall any

maintenance or repair be performed upon any boat or motor vehicle upon any Unit, except within the garage of a Unit, except as otherwise permitted herein. Notwithstanding any other provision herein to the contrary, routine maintenance, washing, and routine mechanical servicing of boats and motor vehicles owned by an Owner shall be permitted on the driveway of such Owner's Unit provided that such maintenance, washing or servicing of any one motor vehicle is performed and completed during daylight hours and within a twelve (12) hour time period. Notwithstanding the foregoing service and delivery vehicles may park on a Unit during regular business hours, as needed for providing services or deliveries to the Unit. No vehicle of any kind shall be parked overnight on any Street. For purposes of this provision, "overnight" shall be defined as between the hours of midnight and six o'clock a.m.

(E) Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property or any part thereof.

(F) Insurance. No Owner shall permit or suffer anything to be done or kept within his Unit or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

(G) Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Unit.

(H) Antennae. Except for antennae and satellite dishes authorized by the regulations of the Federal Communications Commission, no radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property (unless installed by the Association), or the exterior of any Unit, without the prior written approval of the ARB.

(I) Subdivision of Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner other than as originally established, or as otherwise approved in writing by the Association provided, however, that a single Unit may be combined with another Unit or Portion thereof, to form a larger Unit, with the prior written approval of the ARB.

(J) Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping, such as trees and shrubs, and encourage the

Owner to incorporate them in his landscaping plan. No trees on any residential property shall be removed without approval of the ARB.

(K) Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

(L) Signs. Except for a standard pre-approved community "open house" sign, no signs, advertisements or notices of any kind, free-standing or otherwise shall be erected or displayed to the public view on any Unit, unless approved by the ARB.

(M) Easements. No Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of the ARB and said easements and rights-of-way shall at all times be open and accessible to the person entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the ARB located on a Unit shall be maintained by each Owner.

(N) Refuse Containers and Storage Tanks. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so they are not visible from the Street or from adjoining Units. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened in area so they shall not be visible from the Street or from adjoining Units. Trash, refuse or waste materials shall not be burned on any Unit. The foregoing provisions shall be subject to such rules and regulations promulgated by the ARB.

(O) Storage Facilities, Tool Sheds, Garden Houses and Garages.

All storage facilities, tool sheds, garden houses, garages and other similar Improvements approved by the ARB shall be attached to the Dwelling so that such Improvements and the Dwelling constitute a single structure. Deck boxes are allowed within screened backyards of a residence without ARB approval and at such other locations approved by the ARB. Storage facilities less than three (3) feet in height, having front or side doors or a lid that lifts are classified as "deck boxes".

(P) Utilities. The central water and sewage system provided by Martin County, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the ARB. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the ARB. Landscape irrigation shall be provided only by the master irrigation system and not the

potable water system referred to in this paragraph.

(Q) Bicycles. Bicycles shall be stored only within each Unit. If bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. If a bicycle stand or stands are built within SUMMERFIELD, bicycles may be stored thereon.

(R) Golf Carts. Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to Streets within the Project. Owners' golf carts must be stored inside the Unit and out of sight from adjacent streets.

(S) Mailboxes. All mailboxes must conform to the Community Wide Standard.

(T) Energy Conservation Requirements. Each Unit must satisfy the following energy conservation requirements.

a. Water saving fixtures (E.G., three gallon toilets, flow restrictors, etc.) shall be installed in all Units;

b. Only air conditioners with seasonal energy efficient ration (S.E.E.R.) of 8.5 or better shall be installed in Units; and

c. Heated swimming pools built on site shall only be heated in compliance with the Florida "Model Energy Efficiency Code for Building Construction".

(U) Time Share Units. No Unit may be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

(V) Rules and Regulations. No person shall use the Common Property or any Unit in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

(W) Indemnification. Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his agents or employees, shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable assessments.

(X) Enforcement of Restrictions. The Association, through its Board of Directors, officers and the ARB, shall have the authority to enforce those restrictions imposed under this Article XII, and failure to do so shall not be deemed a waiver of the right of enforcement.

(Y) Roofs. Roofs must be either flat concrete tile, "S" tile, barrel tile, metal simulated clay barrel tile or simulated flat concrete tile. The color and coating of roofs is subject to approval by the ARB. Standing seam metal roofs, asphalt shingle roofs, cedar shake roofs and flat roofs are prohibited.

ARTICLE XIII
INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE
ARCHITECTURAL REVIEW BOARD

Every officer of the Association, Director of the Association and member of the Architectural Review Board shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not he is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer director or member may be entitled.

ARTICLE XIV
INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

1. **AUTHORITY TO PURCHASE; NAMED INSURED.** All insurance policies upon the Common Property shall be purchased by the Association. The named insureds shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the owner. Coverage limits and conditions shall be to the Association's specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

2. COVERAGE.

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

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

(C) Worker's Compensation Insurance. The Association shall obtain worker's compensation insurance in order to meet the requirements of law, as necessary.

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

(E) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.

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

3. PREMIUMS. Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment.

4. SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association, and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies

received by the Association shall be distributed to or for the benefit of the Members in the following manner:

(A) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided.

(B) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be retained by the Association as Common Surplus. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be retained by the Association as a Common Surplus.

6. ASSOCIATION'S POWER TO COMPROMISE CLAIMS. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XV RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Common Property or Areas of Common Responsibility shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(A) Common Property. If the damaged Improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.

(B) Area of Common Responsibility. If the damaged Improvement is part of the Area of Common Responsibility, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association, that it shall not be reconstructed or repaired.

2. PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Association.

3. ESTIMATES OF COSTS. Immediately after a determination is made to

rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

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

5. CONSTRUCTION FUNDS. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.

6. EQUITABLE RELIEF. In the event of major damage to or destruction of part of the Common Property or the Areas of Common Responsibility and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Owner shall have the jurisdiction in and for Martin County, Florida, for equitable relief.

ARTICLE XVI GENERAL PROVISIONS

1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owner of any Unit and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty-five (25) years from the date this Declaration is recorded in the public records of Martin County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by fifty-one percent (51%) of the total number of Members in the Association as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions,

and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement.

2. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Martin County.

3. NOTICE. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

4. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

5. AMENDMENT.

Except as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(A) This Declaration may be amended:

a. by the consent of the Members holding not less than fifty-one (51%) percent of the voting interests of the Members, together with

b. the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their representative at any regular or special meeting of the Association called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

c. Notwithstanding the provisions above, amendments for correction of scrivener's errors or other changes which do not materially affect Members' rights hereunder, may be made by the Board of Directors of the Association alone without the need of consent of any other person, including the Members.

(B) No amendment may be made which effects the rights or obligations of the lessee operation of the Golf Club Property without the prior written consent of the lessee operator of the Golf Club Property, or if none, then by Martin County. Such consent shall not be unreasonably withheld.

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

6. PRIORITY OF DOCUMENTS. In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association.

7. VENUE. The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Martin County, Florida.

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

9. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the public records of Martin County, Florida.

ARTICLE XVII LEASING

Leasing of Units. The following shall apply to the leasing of Units:

1. General Provisions

(A) Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal, social, criminal and other data related to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to investigate the intended lessee or occupants within the time limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as integral part of the notice of intended lease.

(B) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. There shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

(C) Unapproved Leases. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

(D) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

2. Leasing of Units. A Unit Owner may lease only his entire Unit, and then only in accordance with this section, after receiving the approval of the Association.

(A) Notice by the Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require.

(B) Approval. After the required notice and all information and transfer fees have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

a. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;

b. The Owner has a history of leasing his or her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

c. The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

d. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

e. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;

f. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

g. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

h. The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its election, may approve or disapprove the lease.

(E) Sub-Leasing; Renting Rooms. Sub-leasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented and Units may not be sublet.

(F) Leasing Limitation. A Unit may only be leased twice during any twelve (12) month period.

(G) The Owner must make available to the lessee copies of the Declaration, Bylaws and the rules and regulations of the Association. The Owner will be responsible for any violations made by lessee. Any occupancy of a Unit in violation of these restrictions shall be deemed a non-monetary default of this Declaration and may be enforced in accordance with the terms of this Declaration.

This Amended and Restated Declaration of Protective Covenants for Summerfield has been approved by at least fifty-one percent (51%) of the members, and by a majority of the Board of Directors of the Association.

The undersigned, Summerfield Community Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

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 11th day of December, 2018.

WITNESSES AS TO PRESIDENT:

[Signature]

Printed Name: Audra R. Creech

[Signature]

Printed Name: Stephanie W. ADAMS

SUMMERFIELD COMMUNITY ASSOCIATION, INC.

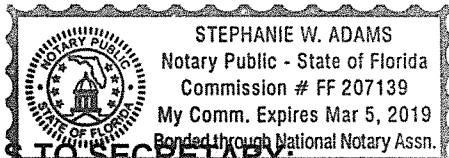
By: [Signature]

TOM STEVENS, President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on December 11th, 2018, by Tom Stevens, as President of Summerfield Community Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL Drivers License].

Notarial Seal



[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

[Signature]

Printed Name: Audra R. Creech

[Signature]

Printed Name: Stephanie W. Adams

SUMMERFIELD COMMUNITY ASSOCIATION, INC.

By: [Signature]

Kenneth A. Speranza, Secretary

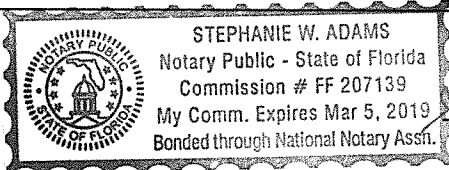
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on December 11th, 2018, by Kenneth A. Speranza as Secretary of Summerfield Community Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



[Signature]
Notary Public

EXHIBIT "A"
THE PROPERTY

PARCEL 2: THE SOUTH ONE-HALF OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

PARCEL 3: THE S.W. GARRETT'S ALLOTMENT OF THE WEST 18 ACRES OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE NORTH 35 FEET OF LOTS 19 THROUGH AND INCLUDING 28 OF SAID S.W. GARRETT'S ALLOTMENT FOR ROAD RIGHT-OF-WAY PURPOSES FOR THE COUNTY ROAD KNOWN AS COVE ROAD AS SET FORTH IN O.R. BOOK 131, PAGE 456 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 4: LOTS 1 THROUGH 18, 21 THROUGH 22 AND 33 THROUGH 34 (ALL INCLUSIVE) OF BLOCK 1, ALL OF BLOCKS 2, 3 AND 4, LESS LOTS 15 AND 16 OF BLOCK 4, ALL IN TROPICAL HOMES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 41 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE NORTH 35 FEET OF LOTS 1 THROUGH 18 AND LOT 21 THROUGH 22 (NOTH INCLUSIVE) OF BLOCK 1 OF SAID TROPICAL HOMES SUBDIVISION, FOR ROAD RIGHT-OF-WAY PURPOSES FOR THE COUNTY ROAD KNOWN AS COVE ROAD AS SET FORTH IN O.R. BOOK 131, PAGE 456 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

O.R. BOOK 463, PAGE 513
MARTIN COUNTY PUBLIC RECORDS

LOTS 1 THROUGH 5, BOTH INCLUSIVE, VISTA SALERNO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 75, AS REVISED IN PLAT BOOK 3, PAGE 1, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS.

AND

LOT 15, BLOCK A AND LOTS 19 THROUGH 24, BOTH INCLUSIVE, BLOCK M AND LOT 1, BLOCK P, VISTA SALERNO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 1, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND FROM THENCE RUNNING IN A SOUTHERLY DIRECTION AND ALONG THE WEST BOUNDARY LINE OF GOVERNMENT LOT 3, A

DISTANCE OF 179.7 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING OF THE LANDS HEREIN CONVEYED; FROM SAID POINT OF BEGINNING, RUNNING IN A NORTHEASTERLY DIRECTION AND ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 63.82 FEET TO THE WEST CORNER OF LOT 1, VISTA SALERNO, PLAT BOOK 3, PAGE 1, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUNNING A DISTANCE OF 448 FEET AND ALONG THE SOUTH OR SOUTHWEST BOUNDARY LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 3 IN SAID VISTA SALERNO SUBDIVISION; THENCE RUNNING IN A WESTERLY DIRECTION AND PARALLEL WITH THE NORTH BOUNDARY LINE SAID SECTION 36 AND ALONG THE NORTHWESTERLY LOT LINES OF LOT 15, BLOCK A, AND LOTS 20 AND 21, BLOCK M, OF SAID PLAT TO A POINT ON THE WEST BOUNDARY LINE OF SAID SECTION 36, WHICH SAID POINT IS 208 FEET SOUTH FROM THE POINT OF BEGINNING; THENCE RUNNING IN A NORTHEASTLY DIRECTION AND ALONG THE WEST LINE OF SAID SECTION 36 TO THE POINT OF BEGINNING.

O.R. BOOK 463, PAGE 554
MARTIN COUNTY PUBLIC RECORDS

TOGETHER WITH

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE PROCEED WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 35 FOR A DISTANCE OF 3586 FEET; THENCE PROCEED NORTHERLY, ALONG A LINE PARALLEL TO THE EAST LINE OF SECTION 35, FOR A DISTANCE OF 1088 FEET TO A POINT; THENCE PROCEED EASTERLY, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SECTION 35, A DISTANCE OF 3586 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 35; THENCE PROCEED SOUTHERLY, ALONG THE EAST LINE OF SECTION 35, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 144 ACRES MORE OR LESS.

OR BKO 996 P60 594

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TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AND OVER THE EAST 50 FEET OF GOVERNMENT LOT 1, SAID SECTION 15, FROM THE NORTH LINE OF SAID PROPERTY, UP TO THE POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE NORTH LINE OF SOUTH COURT ACCORDING TO THE REVISED PLAT OF VISTA SALERNO.

SUBJECT TO ZONING REGULATION AND BUILDING RESTRICTIONS OF RECORD IN FORCE AND EFFECT.

LESS AND EXCEPT

PARCEL "A"

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 15 WITH A LINE PARALLEL WITH AND 48.88 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 15; THENCE N 91°01'14" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 2767.25 FEET; THENCE N 8°33'26" W, A DISTANCE OF 416.16 FEET; THENCE N 89°26'34" E, A DISTANCE OF 51.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 175.88 FEET, THE RADIUS POINT OF WHICH BEARS N 18°12'55" E; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°41'35", A DISTANCE OF 215.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 58.88 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°15'58", A DISTANCE OF 13.79 FEET; THENCE N 56°47'17" E, A DISTANCE OF 161.59 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1776.18 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°56'21", A DISTANCE OF 176.89 FEET; THENCE N 65°43'17" E, A DISTANCE OF 233.18 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 528.46 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°34'22", A DISTANCE OF 135.19 FEET; THENCE S 77°22'49" E, A DISTANCE OF 344.48 FEET; THENCE S 12°57'28" W, A DISTANCE OF 27.46 FEET; THENCE N 77°22'49" W, A DISTANCE OF 369.23 FEET; THENCE S 19°18'35" W, A DISTANCE OF 257.51 FEET; THENCE S 66°08'23" W, A DISTANCE OF 638.21 FEET; THENCE E 24°11'01" W, A DISTANCE OF 356.82 FEET; THENCE S 46°33'45" E, A DISTANCE OF 63.62 FEET; THENCE S 86°33'39" E, A DISTANCE OF 146.83 FEET; THENCE S 79°45'18" E, A DISTANCE OF 123.92 FEET; THENCE S 28°14'44" E, A DISTANCE OF 132.76 FEET TO A POINT ON A CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 175.88 FEET, THE RADIUS POINT OF WHICH BEARS S 47°28'51" E; THENCE SOUTHEAST AND EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°19'28", A DISTANCE OF 169.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 58.88 FEET; THENCE SOUTHEASTLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°46'51", A DISTANCE OF 64.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 888.98 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°17'42", A DISTANCE OF 381.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1333.62 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°17'26", A DISTANCE OF 53.59 FEET; THENCE N 49°01'12" E, A DISTANCE OF 125.88 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1228.62 FEET, THE RADIUS POINT OF WHICH BEARS N 49°01'12" E; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°53'38", A DISTANCE OF 28.88 FEET; THENCE S 48°05'44" W, A DISTANCE OF 125.88 FEET; THENCE S 78°28'11" W, A DISTANCE OF 138.96 FEET; THENCE N 38°38'17" W, A DISTANCE OF 161.88 FEET; THENCE N 41°46'38" W, A DISTANCE OF 358.88 FEET; THENCE S 72°28'29" W, A DISTANCE OF 193.23 FEET; THENCE S 55°28'42" W, A DISTANCE OF 193.85 FEET; THENCE S 29°33'43" E, A DISTANCE OF 169.55 FEET; THENCE S 32°21'24" S, A DISTANCE OF 143.42 FEET; THENCE S 21°59'13" S, A DISTANCE OF 104.45 FEET; THENCE S 39°54'13" E, A DISTANCE OF 136.88 FEET; THENCE S 15°44'56" E, A DISTANCE OF 127.67 FEET; THENCE S 36°18'53" E, A DISTANCE OF 154.88 FEET; THENCE S 22°45'51" E, A DISTANCE OF 491.31 FEET;

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(2) THENCE S 05°50'23" E, A DISTANCE OF 491.51 FEET;
 THENCE N 26°12'55" E, A DISTANCE OF 171.78 FEET;
 THENCE N 39°47'12" W, A DISTANCE OF 136.10 FEET;
 THENCE N 89°46'12" W, A DISTANCE OF 82.61 FEET;
 THENCE N 38°24'14" E, A DISTANCE OF 82.15 FEET;
 THENCE N 14°57'12" E, A DISTANCE OF 112.63 FEET;
 THENCE N 35°47'14" E, A DISTANCE OF 183.59 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1353.62 FEET,
 THE RADIUS POINT OF WHICH BEARS N 35°47'14" E; THENCE SOUTHEAS-
 TERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
 87°39'30", A DISTANCE OF 176.59 FEET, TO THE POINT OF REVERSE CUR-
 VATURE, OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
 448.32 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE,
 THROUGH A CENTRAL ANGLE OF 13°51'31", A DISTANCE OF 188.44 FEET;
 THENCE N 43°09'15" E, A DISTANCE OF 125.88 FEET, TO A POINT ON A
 CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 373.32 FEET,
 THE RADIUS POINT OF WHICH BEARS S 47°09'15" W; THENCE SOUTHEAS-
 TERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
 82°33'22", A DISTANCE OF 25.58 FEET; THENCE S 44°42'37" W, A DIS-
 TANCE OF 125.88 FEET TO A POINT ON A CURVE, CONCAVE TO THE SOUTH-
 WEST, HAVING A RADIUS OF 448.32 FEET, THE RADIUS POINT OF WHICH
 BEARS S 44°42'37" W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID
 CURVE, THROUGH A CENTRAL ANGLE OF 11°56'30", A DISTANCE OF 31.58
 FEET; THENCE S 33°08'15" E, A DISTANCE OF 214.81 FEET TO THE
 POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A
 RADIUS OF 1183.43 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID
 CURVE, THROUGH A CENTRAL ANGLE OF 89°33'04", A DISTANCE OF 183.79
 FEET TO A POINT ON A CURVE, CONCAVE TO THE EAST HAVING A RADIUS
 OF 631.26 FEET, THE RADIUS POINT OF WHICH BEARS S 57°37'19" E;
 THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL
 ANGLE OF 25°05'24", A DISTANCE OF 383.88 FEET; THENCE S 87°17'17"
 W, A DISTANCE OF 367.56 FEET TO THE POINT OF CURVATURE OF A
 CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 58.88 FEET; THENCE
 SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE
 OF 37°13'58", A DISTANCE OF 23.75 FEET TO THE POINT OF REVERSE
 CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF
 175.88 FEET; THENCE SOUTHERLY, EASTERLY AND NORTHERLY, ALONG THE
 ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 167°58'00", A DIS-
 TANCE OF 497.76 FEET;
 THENCE S 87°29'08" E, A DISTANCE OF 394.51 FEET;
 THENCE S 87°03'08" E, A DISTANCE OF 257.73 FEET;
 THENCE N 72°03'35" E, A DISTANCE OF 292.64 FEET;
 THENCE N 85°03'39" E, A DISTANCE OF 186.01 FEET;
 THENCE N 78°51'42" E, A DISTANCE OF 51.23 FEET;
 THENCE S 35°04'05" E, A DISTANCE OF 88.62 FEET;
 THENCE S 77°04'19" E, A DISTANCE OF 99.37 FEET;
 THENCE N 42°08'38" E, A DISTANCE OF 132.18 FEET;
 THENCE S 89°03'52" E, A DISTANCE OF 53.83 FEET;
 THENCE N 61°38'18" E, A DISTANCE OF 178.96 FEET;
 THENCE S 36°33'04" W, A DISTANCE OF 94.36 FEET TO A POINT ON
 A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 135.88 FEET THE
 RADIUS POINT OF WHICH BEARS N 49°57'10" E; THENCE EASTERLY, ALONG
 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°39'35", A
 DISTANCE OF 185.86 FEET;
 THENCE S 74°47'24" E, A DISTANCE OF 136.45 FEET;
 THENCE S 81°01'31" E, A DISTANCE OF 382.71 FEET;
 THENCE N 77°32'34" E, A DISTANCE OF 48.15 FEET;
 THENCE N 25°53'36" E, A DISTANCE OF 9.47 FEET;
 THENCE S 89°25'38" E, A DISTANCE OF 173.13 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 58.88 FEET, THE
 RADIUS POINT OF WHICH BEARS N 19°16'16" E; THENCE EASTERLY, ALONG
 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°05'10", A
 DISTANCE OF 41.97 FEET;
 THENCE S 78°24'27" E, A DISTANCE OF 193.35 FEET;
 THENCE N 87°31'44" E, A DISTANCE OF 98.28 FEET;
 THENCE S 77°08'43" E, A DISTANCE OF 382.47 FEET;
 THENCE N 11°01'08" E, A DISTANCE OF 388.77 FEET;
 THENCE N 15°15'38" W, A DISTANCE OF 83.83 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 933.54 FEET,
 THE RADIUS POINT OF WHICH BEARS N 35°44'33" W; THENCE NORTH-
 EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
 13°18'41", A DISTANCE OF 218.69 FEET; THENCE N 17°56'46" E, A DIS-
 TANCE OF 143.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CON-
 CAVE TO THE WEST, HAVING A RADIUS OF 175.88 FEET; THENCE NORTH-
 EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
 54°01'10", A DISTANCE OF 165.88 FEET;
 THENCE S 63°48'22" W, A DISTANCE OF 132.43 FEET;
 THENCE N 19°37'13" W, A DISTANCE OF 244.32 FEET;
 THENCE N 49°01'14" E, A DISTANCE OF 68.49 FEET;

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(A) THENCE N 19°54'41" W, A DISTANCE OF 31.71 FEET;
 THENCE N 45°46'17" W, A DISTANCE OF 63.75 FEET;
 THENCE S 58°51'13" W, A DISTANCE OF 72.88 FEET;
 THENCE N 15°09'53" W, A DISTANCE OF 236.67 FEET TO A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 452.81 FEET, THE RADIUS POINT OF WHICH BEARS S 55°34'31" E; THENCE NORTH-EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°09'04", A DISTANCE OF 322.48 FEET; THENCE N 62°14'11" E, A DIS-TANCE OF 189.28 FEET TO THE POINT OF CURVATURE OF A CURVE, CON-CARVE TO THE NORTHWEST, HAVING A RADIUS OF 562.43 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°11'32", A DISTANCE OF 286.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 58.88 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°32'11", A DISTANCE OF 74.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 135.88 FEET; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 148°10'07", A DISTANCE OF 314.87 FEET;
 THENCE S 84°06'58" W, A DISTANCE OF 93.66 FEET;
 THENCE N 19°19'26" E, A DISTANCE OF 94.48 FEET;
 THENCE N 17°32'16" W, A DISTANCE OF 112.25 FEET;
 THENCE N 36°15'13" W, A DISTANCE OF 95.88 FEET;
 THENCE N 55°07'37" W, A DISTANCE OF 77.54 FEET;
 THENCE S 87°03'18" W, A DISTANCE OF 187.35 FEET;
 THENCE S 89°38'04" W, A DISTANCE OF 128.23 FEET;
 THENCE S 22°31'39" E, A DISTANCE OF 386.27 FEET;
 THENCE S 31°08'43" E, A DISTANCE OF 87.81 FEET;
 THENCE S 11°17'53" W, A DISTANCE OF 58.92 FEET;
 THENCE S 63°14'31" W, A DISTANCE OF 85.96 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 753.81 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°47'01" A DISTANCE OF 436.74 FEET;
 THENCE S 57°33'21" W, A DISTANCE OF 61.43 FEET;
 THENCE N 25°48'15" W, A DISTANCE OF 49.56 FEET;
 THENCE N 83°37'25" W, A DISTANCE OF 78.16 FEET;
 THENCE S 49°06'38" W, A DISTANCE OF 68.19 FEET;
 THENCE S 04°31'59" E, A DISTANCE OF 55.83 FEET;
 THENCE S 14°08'48" E, A DISTANCE OF 41.81 FEET;
 THENCE S 57°33'21" W, A DISTANCE OF 63.61 FEET;
 THENCE S 09°28'44" W, A DISTANCE OF 285.67 FEET TO A POINT HERINAFTER REFERRED TO AS POINT "A";
 THENCE N 88°19'14" W, A DISTANCE OF 226.67 FEET;
 THENCE N 89°48'46" E, A DISTANCE OF 135.88 FEET;
 THENCE N 89°39'14" W, A DISTANCE OF 25.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 781.69 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°19'51", A DISTANCE OF 212.23 FEET;
 THENCE N 22°34'44" E, A DISTANCE OF 35.88 FEET;
 THENCE S 67°15'18" E, A DISTANCE OF 35.18 FEET;
 THENCE S 79°05'03" E, A DISTANCE OF 95.12 FEET;
 THENCE N 82°13'20" E, A DISTANCE OF 185.42 FEET;
 THENCE N 46°09'37" E, A DISTANCE OF 194.56 FEET;
 THENCE N 43°05'08" E, A DISTANCE OF 97.54 FEET;
 THENCE N 43°06'16" E, A DISTANCE OF 98.85 FEET;
 THENCE N 09°31'38" W, A DISTANCE OF 154.15 FEET;
 THENCE S 87°38'20" W, A DISTANCE OF 187.65 FEET;
 THENCE N 12°05'28" W, A DISTANCE OF 95.38 FEET;
 THENCE N 55°33'19" E, A DISTANCE OF 91.77 FEET;
 THENCE N 14°35'31" E, A DISTANCE OF 151.04 FEET;
 THENCE N 02°16'43" W, A DISTANCE OF 136.12 FEET;
 THENCE N 42°35'32" W, A DISTANCE OF 114.27 FEET;
 THENCE N 62°49'04" E, A DISTANCE OF 55.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 818.13 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 18°09'35", A DISTANCE OF 699.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 738.56 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°17'04", A DISTANCE OF 258.14 FEET; THENCE S 56°33'28" E, A DIS-TANCE OF 75.88 FEET TO A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 453.36 FEET, THE RADIUS POINT OF WHICH BEARS S 56°33'28" E; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°49'54", A DISTANCE OF 181.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CON-CARVE TO THE SOUTHWEST, HAVING A RADIUS OF 2335.75 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'09", A DISTANCE OF 478.47 FEET; THENCE N 19°20'41" W, A DISTANCE OF 75.83 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2218.75 FEET, THE RADIUS POINT OF

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EXHIBIT "A"
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⑤ WHICH BEARS S 27°56'34" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°38'54", A DISTANCE OF 33.81 FEET;
 THENCE S 29°18'41" E, A DISTANCE OF 74.22 FEET;
 THENCE S 19°35'55" E, A DISTANCE OF 321.39 FEET;
 THENCE S 88°64'39" W, A DISTANCE OF 587.64 FEET;
 THENCE S 36°51'38" E, A DISTANCE OF 119.32 FEET;
 THENCE S 88°64'39" W, A DISTANCE OF 1278.37 FEET;
 THENCE S 89°64'47" W, A DISTANCE OF 2658.43 FEET;
 THENCE S 89°58'53" W, A DISTANCE OF 5267.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT.

PARCEL "B"

BEGIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SAID SECTION 33; THENCE N 65°52'18" E, ALONG THE SOUTH LINE OF GOVERNMENT LOT 3; SAID SECTION 33, A DISTANCE OF 1798.19 FEET; THENCE S 19°33'28" E, A DISTANCE OF 377.17 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 218.58 FEET, THE RADIUS POINT OF WHICH BEARS S 34°33'28" E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°37'84", A DISTANCE OF 377.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 738.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'35", A DISTANCE OF 631.17 FEET;
 THENCE N 62°48'84" W, A DISTANCE OF 118.68 FEET;
 THENCE S 69°25'15" W, A DISTANCE OF 269.28 FEET;
 THENCE N 11°26'59" E, A DISTANCE OF 71.37 FEET;
 THENCE N 63°39'26" W, A DISTANCE OF 75.83 FEET;
 THENCE N 83°43'12" W, A DISTANCE OF 57.64 FEET;
 THENCE S 88°44'86" W, A DISTANCE OF 66.89 FEET;
 THENCE S 39°08'41" W, A DISTANCE OF 91.15 FEET;
 THENCE S 55°41'41" W, A DISTANCE OF 89.47 FEET;
 THENCE S 47°51'14" W, A DISTANCE OF 56.73 FEET;
 THENCE S 35°35'24" W, A DISTANCE OF 49.88 FEET;
 THENCE S 69°25'15" W, A DISTANCE OF 193.24 FEET;
 THENCE N 84°58'21" W, A DISTANCE OF 190.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 218.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°37'46", A DISTANCE OF 218.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 59.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°37'46", A DISTANCE OF 54.63 FEET;
 THENCE N 84°58'21" W, A DISTANCE OF 122.22 FEET;
 THENCE S 85°09'39" W, A DISTANCE OF 125.08 FEET TO A POINT HEREIN AFTER REFERRED TO AS POINT "B";
 THENCE N 84°58'21" W, A DISTANCE OF 28.88 FEET;
 THENCE S 85°09'39" E, A DISTANCE OF 125.89 FEET;
 THENCE N 84°58'21" W, A DISTANCE OF 133.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 88.12 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°51'48", A DISTANCE OF 185.88 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 366.91 FEET, THE RADIUS POINT OF WHICH BEARS N 87°28'18" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°19'51", A DISTANCE OF 97.87 FEET;
 THENCE N 12°37'28" E, A DISTANCE OF 137.85 FEET;
 THENCE N 69°48'43" E, A DISTANCE OF 278.12 FEET;
 THENCE N 39°49'38" E, A DISTANCE OF 51.32 FEET;
 THENCE N 69°48'43" E, A DISTANCE OF 635.43 FEET;
 THENCE S 88°33'06" E, A DISTANCE OF 22.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT.

PARCEL "C"

COMMENCE AT THE PREVIOUSLY DESCRIBED POINT "A";
 THENCE N 8°39'14" W, A DISTANCE OF 53.28 FEET;
 THENCE S 89°28'46" W, A DISTANCE OF 68.88 FEET TO THE POINT OF BEGINNING;
 THENCE S 89°28'46" W, A DISTANCE OF 125.88 FEET;
 THENCE S 88°39'14" E, A DISTANCE OF 158.88 FEET;
 THENCE N 89°43'83" W, A DISTANCE OF 283.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 388.88 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'89", A DISTANCE OF 385.32 FEET;
 THENCE N 87°25'34" W, A DISTANCE OF 142.91 FEET;

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(c) THENCE N 41°31'22" W, A DISTANCE OF 74.54 FEET;
 THENCE S 46°17'38" W, A DISTANCE OF 249.64 FEET;
 THENCE S 46°36'54" W, A DISTANCE OF 148.64 FEET;
 THENCE S 88°08'43" W, A DISTANCE OF 132.43 FEET TO A POINT ON A
 CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 115.88 FEET, THE
 RADIUS POINT OF WHICH BEARS S 88°59'48" W; THENCE WESTERLY ALONG
 THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°22'43", A DIS-
 TANCE OF 295.88 FEET, TO THE POINT OF REVERSE CURVATURE OF A
 CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 58.88 FEET;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 27°15'50", A DISTANCE OF 11.75 FEET;
 THENCE S 56°31'54" W, A DISTANCE OF 17.43 FEET;
 THENCE N 33°28'25" W, A DISTANCE OF 141.58 FEET TO THE POINT OF
 CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS
 OF 758.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 17°39'52", A DISTANCE OF 165.41 FEET;
 THENCE S 44°09'43" W, A DISTANCE OF 125.88 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 633.32 FEET,
 THE RADIUS POINT OF WHICH BEARS S 44°09'43" W; THENCE NORTHWEST-
 TERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 61°48'34", A DISTANCE OF 38.88 FEET;
 THENCE N 42°21'09" E, A DISTANCE OF 135.88 FEET;
 THENCE N 31°04'54" E, A DISTANCE OF 436.54 FEET;
 THENCE N 34°02'42" E, A DISTANCE OF 174.34 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 175.88 FEET;
 THE RADIUS POINT OF WHICH BEARS N 29°28'53" W; THENCE NORTH-
 EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 12°17'22", A DISTANCE OF 58.82 FEET TO THE POINT OF REVERSE CURVA-
 TURE OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF
 58.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 25°31'46", A DISTANCE OF 22.28 FEET TO
 THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE
 NORTHWEST HAVING A RADIUS OF 169.82 FEET; THENCE NORTHEASTERLY
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°57'48",
 A DISTANCE OF 133.38 FEET; THENCE N 48°47'41" E, A DISTANCE OF
 22.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE
 SOUTH HAVING A RADIUS OF 58.88 FEET; THENCE EASTERLY ALONG THE
 ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°07'13", A DIS-
 TANCE OF 55.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE,
 CONCAVE TO THE NORTH HAVING A RADIUS OF 468.21 FEET; THENCE EAS-
 TERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 24°23'33", A DISTANCE OF 173.75 FEET; THENCE N 68°21'11" E, A
 DISTANCE OF 131.28 FEET TO THE POINT OF CURVATURE OF A CURVE, CON-
 CAVE TO THE NORTH HAVING A RADIUS OF 158.46 FEET; THENCE EAS-
 TERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
 24°23'02", A DISTANCE OF 348.34 FEET;
 THENCE S 68°39'14" E, A DISTANCE OF 264.28 FEET;
 THENCE N 69°38'46" E, A DISTANCE OF 125.88 FEET;
 THENCE S 68°39'14" E, A DISTANCE OF 21.88 FEET TO THE POINT OF
 BEGINNING.

LESS AND EXCEPT

PARCEL "D"

COMMENCE AT PREVIOUSLY DESCRIBED POINT "D";
 THENCE S 65°09'39" W, A DISTANCE OF 68.88 FEET TO THE POINT OF
 BEGINNING;
 THENCE S 64°58'21" E, A DISTANCE OF 131.88 FEET;
 THENCE S 65°09'19" W, A DISTANCE OF 165.88 FEET;
 THENCE S 39°46'53" W, A DISTANCE OF 58.44 FEET;
 THENCE S 69°23'24" W, A DISTANCE OF 81.93 FEET;
 THENCE S 26°13'09" W, A DISTANCE OF 326.75 FEET;
 THENCE S 20°42'16" W, A DISTANCE OF 211.48 FEET;
 THENCE S 48°03'18" W, A DISTANCE OF 99.45 FEET;
 THENCE S 55°29'12" W, A DISTANCE OF 353.27 FEET TO A POINT ON A
 CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1843.62 FEET,
 THE RADIUS POINT OF WHICH BEARS N 35°34'09" E; THENCE NORTHWEST-
 TERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
 13°27'03", A DISTANCE OF 245.88 FEET; THENCE S 43°01'12" W, A DIS-
 TANCE OF 123.98 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH-
 EAST HAVING A RADIUS OF 1168.62 FEET, THE RADIUS POINT OF WHICH
 BEARS N 49°01'12" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID
 CURVE THROUGH A CENTRAL ANGLE OF 81°03'53", A DISTANCE OF 12.48 FEET;
 THENCE N 38°07'05" E, A DISTANCE OF 115.88 FEET TO A POINT ON A
 CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1943.62 FEET,
 THE RADIUS POINT OF WHICH BEARS S 59°21'55" W; THENCE NORTHWEST-
 TERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 81°11'13", A DISTANCE OF 31.62 FEET; THENCE N 48°49'32" E, A DIS-
 TANCE OF 172.62 FEET TO A POINT ON A CURVE, CONCAVE TO THE

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NORTHWEST HAVING A RADIUS OF 115.88 FEET, THE RADIUS POINT OF WHICH BEARS N 84°18'23" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°49'58", A DISTANCE OF 219.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 58.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°42'37", A DISTANCE OF 21.57 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 827.77 FEET, THE RADIUS POINT OF WHICH BEARS N 42°37'34" W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°43'45", A DISTANCE OF 199.35 FEET; THENCE N 33°09'41" E, A DISTANCE OF 288.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 343.99 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'14", A DISTANCE OF 282.33 FEET; THENCE S 84°38'21" E, A DISTANCE OF 156.76 FEET TO THE POINT OF BEGINNING.

Together with: that portion of Lots 15 and 16, Block 4, Tropical Homes, according to the plat thereof as recorded in Plat Book 32, Page 42 of the Public Records of Palm Beach (HOW MARTIN) COUNTY, FLA., lying within the aforesaid overall parcel.

LESS & EXCEPT:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND LOTS 20 AND 21, BLOCK N, OF THE PLAT OF VISTA SALERNO AS RECORDED IN PLAT BOOK 3, PAGE 1 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 5 OF THE PLAT OF VISTA SALERNO, AS RECORDED IN PLAT BOOK 2, PAGE 75, AS REVISED IN PLAT BOOK 3, PAGE 1, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 58°31'21" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 THROUGH 5 OF SAID PLAT OF VISTA SALERNO, A DISTANCE OF 295.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 42°50'29" WEST, A DISTANCE OF 521.15 FEET; THENCE NORTH 19°35'55" WEST, A DISTANCE OF 127.09 FEET; THENCE NORTH 29°28'41" WEST, A DISTANCE OF 74.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2210.75 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 27°17'43" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°09'55", A DISTANCE OF 122.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 65°52'12" EAST, A DISTANCE OF 354.44 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

AND LESS & EXCEPT:

A PARCEL OF LAND BEING ALL OF LOTS 4 AND 5, AND A PORTION OF LOTS 1, 2 AND 3 OF THE PLAT OF VISTA SALERNO, AS RECORDED IN PLAT BOOK 2, PAGE 75, AS REVISED IN PLAT BOOK 3, PAGE 1, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 58°31'21" WEST ALONG THE SOUTHERLY LINE OF SAID LOTS 1 THROUGH 5, A DISTANCE OF 295.47 FEET; THENCE NORTH 65°52'12" EAST, A DISTANCE OF 204.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 134.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°03'35", A DISTANCE OF 51.47 FEET; THENCE NORTH 87°13'03" EAST, A DISTANCE OF 32.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5829.65 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 37°37'29" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01°17'58", A DISTANCE OF 132.21 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 5; THENCE SOUTH 31°28'39" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 220.86 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

SAID OVERALL PARCEL CONTAINS 30247 ACRES MORE OR LESS
ORDKO 996 PGD 600

RECEIVED

OCT 13 1994

GROWTH MGT.
DEPARTMENT

EXHIBIT "C"

SUMMERFIELD, PUD (r)

PRESERVE AREA MANAGEMENT PLAN

Responsibilities For Identification, Delineation
And Management Of Upland And Wetland
Preserve Areas

Prepared By:
Date Submitted:
Revised:

Thomas Lucido & Associates, P.A.
September, 1992
May 31, 1994

ORBK1096PG1993

PRESERVE AREA MANAGEMENT PLAN FOR SUMMERFIELD , PUD(R)

The following plan has been provided by the developers of Summerfield, PUD(r) and approved by Martin County. This document is divided into two parts. Part I outlines the responsibilities of the residential developers and the golf course developers. It includes the initial environmental assessment of the site and the delineation of upland and wetland areas required to be set aside pursuant to the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan. Part II outlines the maintenance responsibilities of Summerfield Community Association, Inc.

This management plan is required pursuant to the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan whenever upland or wetland preserve areas are indicated on a site proposed for development. Violation of the protective provisions of this plan, or failure to manage preserve areas as directed in this plan, may result in civil or administrative enforcement proceedings against the responsible person, corporation, association or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

PART I - DEVELOPER'S RESPONSIBILITIES

A. Site Data

The following includes information on site characteristics, listed species, and the integration of the golf course into the existing wetland and upland habitats.

1. Vegetative Characteristics

The +/-548 acre parcel is located west of US-1 and south of Cove Road. As represented on the master plan, the entire site is relatively undisturbed and consists entirely of Pine/Palmetto Flatwood associations interspersed with depressed wetland prairies. The approved master plan reflects preservation of all functional wetlands and required upland preserve areas as reviewed by the Martin County Growth Management Department and the South Florida Water Management District (SFWMD) staff.

The upland preserve areas indicated on the Summerfield master plan are representative of the natural plant associations typical of the soil types and include Slash Pine, with an understory of Gallberry, Wax Myrtle, Saw Palmetto, Pineland Threawn, Wiregrass, species of Bluestems, Indiangrass and panicums. Exotic plant infestation (i.e. Brazilian Pepper) is minimal and easily managed.

Natural vegetation in the wetland preserve areas is typical of wet prairies and generally includes St. Johnswort, Queensdelight, Hatpin, Sand Cordgrass, Maidencane, ferns and various water tolerant sedges. The preserved wetlands identified on the master plan exhibit a dominance of these species.

The extent of exotic plant infestation is minimal and easily managed, however certain wetland areas have been impacted by drainage alterations due to previous agricultural use, and require remedial restoration measures. Natural hydroperiods will be maintained by incorporating the wetlands into the project's surface water management plan in accordance with South Florida Water Management District regulations. In addition, the 25 foot upland transition zones surrounding the wetlands have been expanded where possible, and shall be restored and managed pursuant to the requirements of the Martin County Growth Management Plan.

2. Golf Course Design Concept

The designated upland preserves on the master plan may be modified during site construction in consultation with the Martin County Growth Management Department to minimize environmental impacts in relation to golf course design. However, in no case shall the total upland preserve requirement be less than the overall total indicated on the Summerfield Golf Club master plan. To minimize maintenance and irrigation requirements, additional upland preserves may be set aside throughout the golf course area in various sizes and arrangements. The detailed locations of these areas will be defined in cooperation with the Martin County Environmental Planner and incorporated into the final golf course design.

The wetland and upland preserves have been incorporated into the golf course design in a manner which enhances golf course play without creating a need for significant trimming or removal of native vegetation from these designated preserve areas. Large golf course corridors have been shown to allow minor adjustments to the golf course design ("fine tuning") which may be necessary during site clearing subject to review and approval by the Martin County Growth Management Department. In no case, shall wetland preserve areas or required upland transition zones be filled or wholly removed to accommodate golf course play.

Golf cart crossings through wetlands or upland preserve areas are only proposed where no upland alternative exists and shall be field located in consultation with the Florida Department of Environmental Regulation (FDER) and the Martin County Environmental Planner. An inspection by the Martin County Environmental Planner will be requested prior to clearing or constructing the paths to ensure the crossings are located in the least damaging area. Golf cart crossings shall be a maximum of eight feet wide and designed to support golf carts only (except in certain cases to allow access by golf course maintenance equipment when no upland alternative exists).

3. Soil Characteristics

According to the Martin County soil survey, upland soils on the site primarily consist of Lawnwood fine sand, which are nearly level, poorly drained soil types typical in broad areas of Pine Flatwoods. Under normal conditions, the water table is at a depth of 10 inches for 2 to 4 months during wet seasons and within a depth of 30-40 inches during the rest of the year. During extended dry periods the water table may recede to a depth of more than 40 inches.

Soils within the preserved wetland areas consist primarily of Lawnwood fine sand, depressional. Under normal conditions, these soils are ponded for 6 months or more in most years.

3. Listed Species

Unlike threatened "scrub" habitat occurring along coastal ridges, pine flatwood associations are common habitat types and therefore play a less critical role in supporting populations of plant and animal species which are threatened by extinction. Notwithstanding, the site has been assessed by an environmental professional to determine the extent, if any, of protected species, including the Sandhill Crane, Red Cockaded Woodpecker and Gopher Tortoises. The results of the survey conclude that no permanent populations of protected plant or animal species occupy the subject site or are dependent on the site. (Please see attached report prepared by Wayne P. Blythe.)

The utilization of the wetland and upland preserve areas by wildlife will be maintained and improved in conjunction with the site development plan. As required by the Martin County Comprehensive Growth Management Plan, the developer has agreed to eradicate and manage the encroachment of exotic vegetation, restore the natural hydroperiod of the wetland areas (to the extent technically feasible), and manage upland and wetland preserve areas in accordance with the guidelines set forth in the Preserve Area Management Plan. These management practices, coupled with the planting of littoral zone vegetation and lake upland buffers within and around the constructed lakes, are intended to improve the potential utilization of these areas by various types of wildlife and to enhance the quality of the project.

B. Scope of Work

Residential Areas:

Initial implementation and management of all upland and wetland preserve areas and lakes within the residential areas will be the responsibility of the developer/owner of the residential portions of the PUD, namely Summerfield Stuart Partners, Inc., or its successors or assigns. Upon completion of all required improvements, recordation of the respective residential plats, and transfer of ownership/responsibilities in accordance with Section D, Part I, Summerfield Community Association, Inc. will be responsible for maintaining all lakes, wetland preserves and upland preserves which are entirely located within the limits of the respective plats.

Golf Course Areas:

Initial implementation and perpetual management of all upland and wetland preserve areas and lakes within the golf course areas will be the responsibility of First Fairway Limited, the golf course developer and Leasee, its successor or assigns. The golf course developer or its successors or assigns shall also be responsible for perpetual management of all wetland preserve areas which are contiguous to the golf course area.

Prohibited activities in preserve areas include construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and other activities detrimental to drainage, flood control, water conservation, erosion control, or wildlife habitat conservation or preservation.

Pursuant to the provisions of the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan the following management guidelines must be adhered to:

1. The natural hydroperiod of all impacted wetland preserves must be restored to the extent technically feasible, including revegetation of the wetland area and restoration of upland transition zones, if necessary.
2. All exotic vegetation (e.g. Brazilian pepper) must be removed manually without the use of heavy equipment. Remnant stumps must be treated with a contact herbicide to prevent regrowth.

3. Areas left significantly void of vegetation due to the removal of exotic vegetation or debris must be revegetated with appropriate native vegetation.
4. All trash and debris must be removed.
5. All required grade changes must be engineered so that any cut or fill will meet existing grade without encroaching into the preserve area.
6. Prior to the initial clearing phase, the developer is responsible for contacting a qualified individual to barricade preserve areas in accordance with the Growth Management Department's guidelines (see attached).
7. The actual locations of preserve area barricades, wetland crossovers, golf tees and greens must be field located during the initial clearing phase and inspected by the Martin County Environmental Planner to ensure minimal impacts to wetland or upland preserves. Specific locations of golf tees for holes #2, #3, #6, #7, #8 and #15 shall be field located in cooperation with the Martin County Environmental Planner in a manner which facilitates golf play and minimizes the need for significant trimming or removal of native vegetation.
8. All native trees and vegetation not located in areas to be developed must be preserved or relocated to the maximum extent possible.
9. Periodic site inspections by the Martin County Environmental Planner are required during construction and upon completion to ensure compliance with the specific conditions of this preserve area management plan.
10. Preserve areas which are not contiguous with golf course fairways shall be field located after survey and clearing of the center-line for road rights-of way.
11. Buildings proposed to be located adjacent to preserve areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (i.e. pools, sheds, decks, etc.) shall be set back a minimum of 5 feet.
12. Prohibited activities in preserve areas include construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or wildlife habitat conservation or preservation.
13. All lakes must be maintained in accordance with the lake littoral zone and upland buffer planting plans approved by Martin County and the South Florida Water Management District (SFWMD). The use of chemical herbicides or pesticides within the water body is prohibited unless otherwise approved by Martin County in consultation with the SFWMD.
14. Impacted wetland areas must be restored/revegetated pursuant to the SFWMD permit. The proposed plan specifically addresses restoration of natural hydroperiods impacted by ditches and berms, including revegetation of the wetland area and restoration of upland transition zones, if necessary.
15. To ensure maintenance of the wetlands' natural hydroperiod (to the extent technically feasible) the developer shall incorporate these areas into the project's surface water management plan approved by the SFWMD. Violation of the SFWMD's permit conditions shall constitute violation of this preserve area management plan.

16. Pursuant to SFWMD permit conditions, a 5 year wetland monitoring and maintenance program shall be established for certain wetlands adjacent to the golf course (See sheet 2 of 9, Summerfield Golf Club Master Grading Plan prepared by LBFH, Inc.). The monitoring program shall incorporate the following guidelines:
 - a. Annual reports shall be submitted to the SFWMD and the Martin County Growth Management Department and shall be conducted at the end of the wet season (October-November). Reports shall be submitted within one month following sampling and shall document vegetational changes, including % survival/cover of planted and/or recruited species. Issues related to water levels, water quality, sedimentation, etc. shall be analyzed and recommendations for improving success rate shall be discussed and implemented, if appropriate.
 - b. Baseline vegetation surveys shall be required via transects through each vegetation zone in areas to be monitored. One (1) sampling station shall be established at the interface of each vegetative zone and dominant vegetation types present at each station shall be identified and recorded. The natural ground elevation at each station shall be documented and the relative abundance of each species present will be noted. All transects and stations shall be in fixed locations as shown on sheet 2 of 9, Summerfield Field Golf Club Master Grading Plan prepared by LBFH, Inc.
 - c. To provide physical documentation of wetland conditions and changes, fixed point panoramic photographs shall be required in fixed locations within each wetland to be monitored as shown on sheet 2 of 9, Summerfield Golf Club Master Grading Plan. A range pole shall be provided in each section of the photo for scaling purposes. Photos shall accompany the baseline vegetation survey and annual report.
 - d. A rain gauge shall be provided in a convenient location within the project area. Rainfall shall be recorded daily and a summary of recorded rainfall shall be provided in the annual report.
 - e. A staff gauge shall be established within each wetland to be monitored as shown on sheet 2 of 9, Summerfield Golf Club Master Grading Plan. The staff gauges shall be located in the deepest portion of the wetland and set at NGVD elevation. Water levels shall be recorded monthly, summarized and submitted with the annual report.
17. Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties, appropriate revegetation and other remedies as against any person, corporation or other entity in violation of any of the provisions of the preserve area management plan.
18. The Preserve Area Management Plan may not be revised without written approval from the Martin County Growth Management Department.

C. Barricading

It is the responsibility of the Developer to appropriately barricade all preserve areas pursuant to Martin County Growth Management Department's guidelines (see attached).

D. Transfer of Responsibilities (residential only)

At such time as the residential developer is prepared to transfer ownership/management responsibilities of preserve areas to the Summerfield Community Association, Inc., whether he retains ownership of the property within the PUD or not, an environmental professional shall certify, in writing, that the preservation areas are in full compliance with this plan.

The residential developer will be responsible for all requirements of Part II of the Preserve Area Management Plan (PAMP) until such time as he transfers ownership/management responsibility to the Summerfield Community Association, Inc. Developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots.

PART II - RESPONSIBILITIES OF THE SUMMERFIELD COMMUNITY ASSOCIATION, INC.

(Please refer to part I, Site Data, for conditions prior to construction activities)

A. Transfer of Responsibilities

Upon transfer of ownership/management responsibilities for preserve areas from the residential developer to the Summerfield Community Association, Inc., the Summerfield Community Association (SCA) shall assume full responsibility of all requirements in Part I and Part II of this report.

B. Prohibited Activities

Prohibited activities in preserve areas include construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or wildlife habitat conservation or preservation.

C. Management And Maintenance Of The Upland And Wetland Preservation Areas And Lake Littoral Zones

The management and maintenance of the upland and wetland preserve areas and lake littoral zones must be in accordance with this plan. Management and maintenance activities must be performed by, or under the supervision of, a qualified environmental professional. Any other management or maintenance activity not specifically outlined in this plan must be approved by the Martin County Growth Management Department prior to the commencement of activities.

1. Exotic Vegetation Removal

All preservation areas will be periodically surveyed (at least once per year) to assess the extent of exotic vegetation encroachment. Exotic vegetation includes, but is not limited to, Brazilian Pepper, Australian Pine and Melaleuca. It is the responsibility of the SCA to maintain the upland and wetland preserve areas free of exotic vegetation encroachment.

2. Setbacks

Buildings proposed to be located adjacent to preserve areas must be set back a minimum of ten feet to allow for construction and maintenance without encroaching into the preserve. All other structures (i.e. pools, sheds, decks, etc.) shall be set back a minimum of five (5) feet from preserve areas.

3. Preserve Area Augmentation

Volunteer planting and limited trimming of native vegetation within upland and wetland preserve area by the SCA is permitted subject to the following conditions.

- a. The SCA must contact the Growth Management Department for approval prior to any trimming activities or installation of plant material;
- b. The work must be performed by, or under the supervision of, a qualified environmental professional;
- c. No native vegetation may be removed or destroyed; and
- d. Vegetation used for augmentation is limited to the following species:

Shrubs/Groundcovers

Saw Palmetto (*Serenoa repens*)
Gallberry (*Ilex glabra*)
Wax Myrtle (*Myrica cerifera*)
Dwarf Lantana (*Lantana depressa*)
Fetterbush (*Lyonia lucida*)
Tarflower (*Besleria racemosa*)
Wiregrass (*Arctostaphylos spp.*)

Trees

Live Oak (*Quercus virginiana*)
Cabbage Palm (*Sabal palmetto*)
Slash Pine (*Pinus elliottii*)
Dahoon Holly (*Ilex cassine*)
Myrsine (*Myrsine floridana*)

NOTE: Additional plant species may be proposed subject to prior approval from the Growth Management Department.

4. Martin County Enforcement Provisions

Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan. Violation of the protective provisions of this plan, or failure to manage preserve areas as directed in this plan, may result in civil or administrative enforcement proceedings against the responsible person, corporation, association, or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

GUIDELINES FOR BARRICADING PRESERVATION AREAS

The following guidelines are provided for applicants and contractors to assist in the proper barricading of preservation areas:

1. All preserve areas must be barricaded according to the approved site plan prior to any clearing of the site or phase.
2. An inspection of the barricades must be conducted by the Environmental Planner prior to any clearing of the site or phase.
3. Barricades must be constructed in the following manner:
 - ROPE: 1/4" diameter minimum, nylon or poly, yellow or orange.
 - POLES: 2 x 2, 2 x 4, iron rebar, PVC pipe, or other materials with prior approval of Environmental Planner
 - A. The rope must be a minimum of four feet off the ground.
 - B. Rope may not be attached to vegetation.
 - C. Lathe strips and surveyor ribbon are not acceptable.
 - D. All barricades must be maintained intact for the duration of construction.
 - E. Materials are not permitted to be stored in Preserve Areas. (Building and construction materials, debris, etc.)
 - F. Fill is not allowed to encroach into Preserve Areas.
4. Where areas are proposed for clearing (i.e. building envelope, utilities and drainage, road R.O.W., etc.), the barricades must be offset at least ten feet outside the preserve area or placed at the dripline of the canopy trees, whichever is greater.
5. Individual trees or group of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
6. All native vegetation which is not located in areas requiring their removal as part of the development plans shall be retained in their undisturbed state.
7. Advisory or warning signage must be provided (i.e. KEEP OUT, etc.)

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Failure to comply with these guidelines will be considered a violation of site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant/developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.

CONTRACTORS PLEASE NOTE:

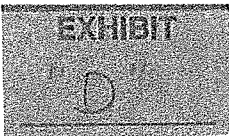
It is recommended that you become familiar with these guidelines. Violation of these guidelines and damage to, or destruction of Preservation Areas will be noted. Appropriate action will be taken for those contractors who violate the barricade guidelines.

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ARTICLES OF INCORPORATION

OF

SUMMERFIELD COMMUNITY ASSOCIATION, INC.

1992 SEP -8 M 10: 53
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the corporation shall be Summerfield Community Association, Inc. (hereinafter sometimes referred to as "Association"), and its principal place of business shall be c/o Fry & Olenick, P.A., 900 E. Ocean Boulevard, Suite 120, Stuart, Florida, 34994.

ARTICLE II

DURATION

This corporation shall have perpetual existence commencing on the date of the filing of these Articles with the Department of State, unless dissolved according to law.

ARTICLE III

PURPOSE

The purpose for which the corporation is organized is to operate and manage the affairs and property of the residential development located in Martin County, Florida, known as Summerfield Golf Club, and to perform all acts provided in the Declaration of Protective Covenants for Summerfield Golf Club (hereinafter sometimes referred to as "Covenants and Restrictions").

ARTICLE IV

DIRECTORS

The manner in which the directors are elected or appointed are stated in the Bylaws of the Association.

ARTICLE V

INITIAL BOARD OF DIRECTORS

The number constituting the initial Board of Directors of the corporation is three, and the names and addresses of the persons who are to serve initially are:

<u>Name</u>	<u>Address</u>
Harold B. Jacobsohn	4474 Woodfield Boulevard Boca Raton, FL 33434
Ralph B. Jacobsohn	3030 Hampton Place Boca Raton, FL 33434
Joseph B. Fraser, III	2841 Banyan Blvd. N. W. Boca Raton, FL 33431

ARTICLE VI

NON-STOCK CORPORATION

This corporation is organized under a non-stock basis.

ARTICLE VII

RESIDUAL ASSETS

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law, or to

the Federal, State or Local Government for exclusive public purpose.

ARTICLE VIII

INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and the street address of the initial registered agent is:

Michael H. Olenick
Fry & Olenick, P.A.
900 E. Ocean Boulevard
Suite 120
Stuart, FL 34994

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IX

INCORPORATOR

The name and address of each Incorporator signing is:

Michael H. Olenick
Fry & Olenick, P.A.
900 E. Ocean Boulevard
Suite 120
Stuart, FL 34994

ARTICLE X

INDEMNIFICATION

The corporation shall indemnify any officer or director, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned Incorporator(s) has (have) executed these Articles of Incorporation on the 3rd day of September, 1992.



Michael H. Olenick

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS
OF
SUMMERFIELD COMMUNITY ASSOCIATION, INC.

The purpose of these Amended and Restated Bylaws is to continue the purpose of the Bylaws recorded in the Martin County public records at Official Records Book 1982, Page 37, et. seq., and amended at Official Records Book 2120, Page 2428, et. seq., Official Records Book 2394, Page 2038, et. seq., and Official Records Book 2758, Page 2262.

In cases of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the said Declaration shall govern and control.

ARTICLE I

DEFINITIONS

All defined terms used in these By-Laws shall have the meaning assigned to them in the Declaration of Protective Covenants for Summerfield ("Declaration").

ARTICLE II

LOCATION

The principal office of the Association shall be as designated by the Board of Directors from time to time or as set forth otherwise on the records of the State of Florida Department of State.

ARTICLE III

MEMBERSHIP AND VOTING

1. **Membership.** Membership of the Association is as set forth in the Declaration.

2. **Rights of Membership.** The rights of Membership are subject to the payment of all Assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Unit against which such assessment is made as provided by the Declaration.

3. Voting Rights. Each member shall be entitled to cast one (1) vote per Unit as further provided in the Declaration.

ARTICLE IV

FISCAL YEAR

The fiscal year of the Association shall be a calendar year, unless otherwise determine by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

1. Election of Directors. The number of Directors shall be seven (7). Directors shall be elected by a plurality of votes cast at the Annual Meeting of the Members. The terms of the Directors service shall be staggered. The length of the terms of all Directors elected will be two (2) years.

The Directors shall be elected by written ballot. Proxies may not be used in the election of Directors. At least 60 days before a scheduled election, the Association shall mail, deliver or electronically transmit to each Member entitled to vote, a first notice of the date of the election. A Member desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Together with the written notice of meeting and agenda, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Members entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name and address of the voter, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered

to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein. Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called meeting of the Members. The Association shall have available at the meeting additional blank ballots for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope in the manner provided. Each envelope and ballot shall be handled in the following manner. As the first order of business, ballots not yet cast shall be collected. The ballots and envelopes shall then be handled as stated below by an impartial committee appointed by the Board. The business of the meeting may continue during this process. The signature and address on the outer envelope shall be checked against a list of qualified voters. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Members in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the Members. Any inner envelope containing more than one ballot shall be marked "Disregarded", or with words of similar import, and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained within the official records of the Association.

There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A Member may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. The regular election must occur on the date of the annual meeting. An election is not required unless more candidates file notices of intent to run than Board vacancies exist.

2. Removal. Any Director may be removed from office at any time with or without cause by the affirmative majority vote of the Association Membership as provided by Florida Statute 720.303(10)(2017) as amended from time to time.

3. Organizational Meeting. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the Members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the Members of the Board elected shall not be present at

that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of Members upon three days' notice in writing to each Director, stating the time, place and object of such meeting.

4. Regular Meetings. Regular meetings of the Board of Directors may be held at any place or places within Martin County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. Directors may establish a regular meeting calendar for which no further notice to Directors is required. Meeting notices shall be posted in a conspicuous place on the Common Property at least 48 hours in advance, except in an emergency or except as otherwise required by Chapter 720 of the Florida Statutes. Notice of any meeting in which assessments against Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Meetings of the Board of Directors shall be open to all Unit Owners unless otherwise provided by Chapter 720 of the Florida Statutes. The Board may limit the time that any Member may speak.

5. Special Meetings. Special Meetings of the Board of Directors may be called at any time by the President or by a majority of the Board and may be held at any place or places within Martin County, Florida, and at any time.

Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the Members of the Board to each Member of the Board not less than three days prior to the scheduled date of the special meeting by mail or two days by telephone, electronic transmission, overnight courier, hand delivery or telecopy.

6. Compensation. No Director shall receive any compensation from the Association for acting as such, however any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

7. Action Without Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

8. Quorum. A majority of Directors shall constitute a quorum.

9. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by Chapter 617 and Chapter 720, Florida Statutes, these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

b. making assessments to defray the Common Expenses establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the quarter. The Board of Directors may impose a late fee for any assessment not paid when due in accordance with Section 720.3085(3)(a), Florida Statutes (2017), as amended from time to time;

c. providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve funds may be deposited, in the Directors' best business judgment, in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the other provisions of the Declaration after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

m. keep minutes of all meetings of Members and of the Board of Directors in a businesslike manner and shall be available for inspection by Unit Owners, or their authorized representatives, and Board Members at reasonable times. The Association shall retain these minutes for at least 7 years

n. make available for review to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association;

o. permit utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Properties.

p. exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration of Protective Covenants for the Property or in the Articles of Incorporation of the Association.

q. have the power to borrow money for the purpose of repair or restoration of the Common Properties without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;

r. impose reasonable fines as provided hereinafter;

s. establish committees and appoint committee Members;

t. implementation of Preserve Area Management Plan;

u. manage master irrigation systems including distribution lines, pump stations and waste water systems;

v. filing reports with respect to the South Florida Water Management for Wetland Monitoring Program and other reports required in accordance with the South Florida Water Management Surface Water Management Permit and the Water Use Permit; and

w. manage the Association's responsibility with respect to the Development Agreement between First Fairways Limited Partnership, a Florida limited partnership and Summerfield Community Association dated January 29, 1993 and any successor agreements concerning the Golf Club.

10. Delegation of Power. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, the powers granted to the Board of Directors by these By-Laws, other than (i) adopting the budget; (ii) authorizing enforcement by legal means as described in Article V(i); and (iii) the powers set forth in Article V(b), (f), and (g). No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

11. Management Standards. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;

b. cash accounts of the Association shall not be commingled with any other accounts;

c. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

d. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

e. a financial report as required by Florida Statute 720.303(7)(2017) as amended from time to time for the previous 12 months shall be distributed within one hundred twenty (120) days after the close of the fiscal year. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

12. Fines. The Board shall have the power to impose reasonable fines, which may constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder as provided by Florida Statute 720.305(2017) as amended from time to time; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of the Unit violates the Declaration, By-Laws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

a. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the committee designated by the Board, if any, or Board

of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session before the body specified in the notice which shall afford the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or his designated representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VI

OFFICERS

1. Election. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article VII.

2. Removal. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

3. Duties.

a. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to

his office, and shall perform all such duties as are properly required of him by the Board of Directors.

b. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

c. The Secretary shall issue notices of all meetings of the Membership of the Association and the Board of Directors where notice of such meetings is required by law or in these By-Laws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

d. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

4. Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

MEETINGS OF MEMBERS

1. Annual Meeting. A meeting of the Members shall be held annually at such time and place as shall be determined by the Board of Directors. The purpose of the annual meeting is to elect the Board of Directors.

2. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President or a majority of the Members of the Board of Directors.

3. Notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, (postage thereon fully paid), by overnight courier or by electronic transmittal, to his address appearing on the

records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered or electronically transmitted at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

4. Quorum. The presence at the meeting of Members entitled to cast thirty percent (30%) of the Membership votes shall constitute a quorum for any action the Membership is entitled to vote on.

If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

5. Meeting Protocol. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings.

6. Action Without Meeting. 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 all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

The Architectural Review Board (the "ARB") shall be a standing committee of the Association. The ARB shall be appointed by the Board. The ARB shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the ARB, shall in all events be dispositive.

ARTICLE IX

ASSOCIATION RECORDS

The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the developer.
- b. A copy of the bylaws of the Association and of each amendment to the bylaws.
- c. A certified copy of the articles of incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
- d. A copy of the current rules of the Association.
- e. A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years.
- f. A current roster of all Members and their mailing addresses, parcel identification, and, if known, telephone numbers.
- g. All current insurance policies of the Association or a copy thereof.
- h. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the parcel owners have an obligation or responsibility.
- i. Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All

accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by parcel owners or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by parcel owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the Association.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

ARTICLE X

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of a majority of Directors present, provided that the notice of the meeting provided to the Members disclose the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Protective Covenants for Summerfield referred to herein may not be amended except as provided in such covenants.

ARTICLE XI

SUBROGATION

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the said Declaration shall control.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of Summerfield Community Association, Inc. were adopted by a majority vote of the Directors present at a duly convened meeting of the Board of Directors held on December 19, 2017, which vote is sufficient for approval.

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 11th day of December, 2018.

WITNESSES AS TO PRESIDENT:

SUMMERFIELD COMMUNITY ASSOCIATION, INC.

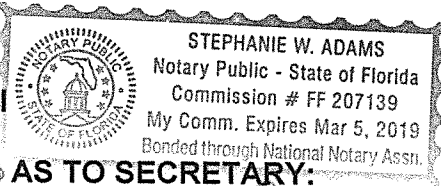
[Signature]
Printed Name: Andra R. Creech

By: [Signature]
TOM STEVENS, President

[Signature]
Printed Name: Stephanie W. ADAMS

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me on December 11th, 2018, by Tom Stevens, as President of Summerfield Community Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL D/L].

Notarial Seal 

[Signature]
Notary Public

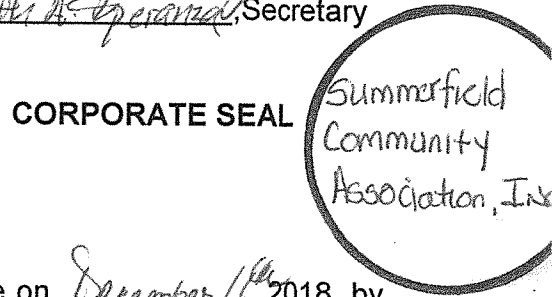
WITNESSES AS TO SECRETARY:

SUMMERFIELD COMMUNITY ASSOCIATION, INC.

[Signature]
Printed Name: Andra R. Creech

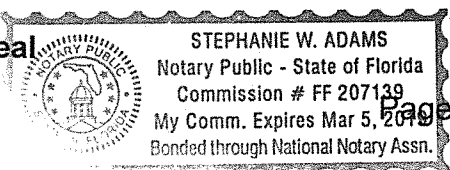
By: [Signature]
Kenneth A. Speranza, Secretary

[Signature]
Printed Name: Stephanie W. ADAMS



STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me on December 11th, 2018, by Kenneth A. Speranza, as Secretary of Summerfield Community Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL D/L].

Notarial Seal 

[Signature]
Notary Public