

684057

THIRD AMENDMENT OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
JOE'S POINT

WHEREAS a Declaration of Covenants, Conditions, Restrictions and Easements has been recorded in Official Records Books 479, at Page 153, Public Records of Martin County, Florida, and the First Amendment thereof has been recorded in Official Records Book 490, at Page 503, Public Records of Martin Co unty, Florida and,

WHEREAS said Declaration of Covenants, Conditions, Restrictions and Easements in Article VIII, Section 4 provides that the Declaration of Covenants, Conditions, Restrictions, and Easements may be amended at any time upon execution and recording of an Instrument by owners holding not less than two-thirds (2/3) of the voting interests of the membership, and,

WHEREAS two-thirds (2/3) of the present voting membership have duly voted on and approved this third Amendment of Covenants, Conditions, Restrictions and Easements Joe's Point, and,

RESOLVED that the Amendments to aforementioned Declaration of Covenants, Conditions, Restrictions and Easements as recorded in Official Records Book 479, Page 153, Public Records of Martin County, Florida and Amendment thereto be and is hereby replaced as to the following provisions:

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to JOE'S POINT HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 2. "Common elements" shall mean all property owned by the association for the common use and enjoyment of the owners. The purpose and use of the common elements shall be decided by the majority of the membership. Common elements cannot be sold without 2/3rd of the lot owners in agreement.

Section 3. "Declarant" shall mean JOE'S POINT VENTURE LIMITED PARTNERSHIP, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the record subdivision map referred to above with the exception of the common elements.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, utilities, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

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Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a Deed of Trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a Deed of Trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "PUD Agreement" shall mean the Planned Unit Development Zoning Agreement entered into between Martin County and JOE'S POINT VENTURE LIMITED PARTNERSHIP.

Section 11. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

ARTICLE II. PROPERTY RIGHTS

Section 1. Title to Common Elements. The common elements in the property herein shall be the lake, recreational areas, natural preservation site, streets, roads, tennis court, security building, access easement, and water utility system. Developer may retain the legal title to all these common elements so long as it owns at least one lot in JOE'S POINT. On or before conveyance by Developer of the last lot which it owns in JOE'S POINT, Developer shall convey said common elements to the JOE'S POINT HOMEOWNERS' ASSOCIATION, INC., subject only to any restrictions, conditions, limitations, reservations and easements of record.

Section 2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

A. Rules and regulations governing use and enjoyment of the common elements adopted by the Association; and subject to the unlimited and unrestricted use of said lake, recreational areas, natural preservation site, streets, roads, tennis court, security building, access easement, and water utility system by the Developer, prior to conveyance of same to the Association.

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B. Restrictions contained on any and all plats of all or part of the lake, recreational areas, natural preservation site, streets, roads, tennis courts, security building, access easement, and water utility system filed separately with respect to all, or part, or parts, of the property.

C. The PUD Agreement between Declarant and Martin County.

D. Rules and regulations, if and when promulgated, by governmental entities having jurisdiction over the development.

E. The provisions of that certain amended agreement between Declarant and Bessemer Securities Corporation dated February 26, 1979, which amended agreement calls for the construction, operation, ownership and maintenance of sewage and water facilities and easements for same, a copy of which amended agreement being attached hereto and made a part hereof.

ARTICLE III. MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The Association shall have one class of voting members as follows:

Class A: Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

ARTICLE IV. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and personal Obligation of Assessments. The Declarant, for each lot owned by it within JOE'S POINT, hereby covenants, and each owner of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets and roads or other common elements or abandonment of the same.

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Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in JOE'S POINT, and in particular for the improvement and maintenance of common elements and any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by the Association.

Section 3. Members Approval of Annual Assessments. Assessments set by the Board of Directors of the Association must be approved by simple majority of members of the Association present at the meeting called to approve such assessments.

Section 4. Uniform rate of Assessment. All regular and special assessments shall be at the uniform rate for each lot in JOE'S POINT.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of majority (25) of the members whether voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

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

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

Section 8. Affect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the owners(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner(s) against whom the assessment is levied.

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

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of the Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

Section 10. Exempt Property. All property except that which is legally platted into individual lots shall be exempt from the assessment.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling shall be exempt from said assessments, charges or liens.

ARTICLE V. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance of the common elements, the Association may provide upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts exterior building surfaces, landscaping, and yard cleanup and or maintenance.

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

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

ARTICLE VI. APPROVAL OF PLANS

For the purpose of further insuring the development of the lands so platted as an area of high standards, the Board of Directors reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Board of Directors, hereinafter designated, shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no dirt fill, building construction or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plat plan have been approved in writing by the Board of Directors hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specification by such Board of Directors may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Board of Directors shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the Board of Directors shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

Section 1. An Architectural Review Board, hereinafter referred to as the A.R.B., consisting of three or more members of the Association, shall be appointed by the President of JOE'S POINT HOME-OWNERS ASSOCIATION.

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Prior to construction the following drawings and data must be submitted (lot owners responsibility) to the A.R.B. before approval on any new construction can be granted:

- A. Lot survey (detailing set backs)
- B. Plot plan (detailing set backs)
- C. Floor plans
- D. Elevations drawings
- E. Roof design
- F. Type of building materials
- G. Drainage plans
- H. Landscaping plans

Section 2. General Restrictions

- A. Prior to obtaining a building permit from Martin County, the owner must submit two (2) sets of the above drawings and data to the A.R.B. This must be accompanied by \$1,000.00 deposit from either the builders or the owner to cover miscellaneous damages. Joe's Point Homeowners Association will locate all water mains, for this the builder will pay a fee of \$200. These two fees along with complete plans will be forwarded to the Chairman of the A.R.B.
- B. The composition of all roofs will be cedar shake. Any deviation from this standard must be approved by the A.R.B. and the Board of Directors.
- C. The A.R.B. after reviewing plans will forward to the Board of Directors their recommendations. It is the responsibility of the Board, at its next scheduled meeting, to approve or reject the submitted plans (during summer months, approval can be made when a quorum, three members, of the Board can be available to review the plans). The A.R.B. also has to approve any changes to the original plans. Such as hedges, swimming pools, decks, etc. Approvals or rejections will be forwarded to the owner in writing.
- D. There must be a dumpster and a restroom facility on the construction site. Construction debris will not be permitted on common grounds or established residents.
- E. All owners must hook up to irrigation water.
- F. Construction must be between 7:30 A.M. and 4:30 P.M., week-days only. Construction is not permitted on Saturdays, Sundays, or holidays.

Section 3. Each lot shall be used as a residence for a detached single family and for no other purpose.

Section 4. No waterfront buildings shall be constructed with a fully enclosed floor area of less than 2,000 square feet of living area, exclusive of garage and open porches. No dry land lot shall be constructed with a fully enclosed floor area of less than 1,000 square feet of living area, exclusive of garage, and open porches. All construction must include a two car garage.

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Section 5. Setback Lines. No construction, building, or any part thereof, including garages and porches, shall be erected on any lot closer than 35 feet from the front edge of the road, or closer than 10 feet to either side lot line, or closer than 25 feet to the rear lot line (provided, however, that in the cases of corner lots the set back from the side street shall not be less than 35 feet). Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein the Board of Directors shall have the right to permit reasonable and modifications of the setback requirements wherein the discretion of the Board of Directors strict enforcement of these setback provisions would work a hardship.

Section 6. Standards for Architectural Consideration.

A. Exterior color plan - Earth tones are recommended with exteriors being of wood expression of cypress, cedar, redwood or other durable wood types. Stone or natural brick expressions will also be accepted. In addition, a limited amount of stucco can be utilized on the exterior.

B. Roofs - Flat roofs shall not be permitted except in such areas as Florida rooms, porches and patios. Built up roofs shall not be permitted on pitch surfaces and mansard roofs shall not be permitted. The composition of all pitch roofs shall be cedar or wood shingle or of heavy asphalt shingle composition approved by the A.R.B. The pitch will be a least 5/12, unless otherwise approved by the A.R.B.

C. Window Frames - Window frames other than wood must be anodized or electrostatically painted. If steel, the color should be in harmony with the exterior. No raw aluminum color will be allowed.

D. Landscape Plan - The landscape plan shall take into consideration such natural vegetation that is remaining on the lot and in all cases the landscape plan shall show the use of salt tolerant plant species indigenous to the island and its surroundings. Also, all irrigation lines must be hooked up to the existing irrigation system that runs in front of each lot. With the 25 foot setback of water-front lots, there shall be no removal of the mangrove. Pruning and trimming of mangrove will be allowed to provide viewing, but, in no case may the mangrove be removed or trimmed in a manner so that any mangrove would perish.

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E. Fences and Walls - The composition, location and height of any said fences and walls on owners lots shall be subject to setback lines and the approval of the A.R.B. The A.R.B. shall require that the fence or wall to be consistent with the materials used in surrounding homes and other fences, if any. Screening for garbage areas and air conditioning equipment are exempted, but shall be indicated on plans submitted to A.R.B. All garbage and trash containers, oil tanks, water pumps and tanks and bottlegas tanks shall be placed underground or in walled areas or areas adequately screened by shrubbery, so that they shall not be visible from the street or other lots in the subdivision. No unsightly structures shall be permitted for this purpose.

F. Swimming Pools and Tennis Courts - Any swimming pool or tennis court to be constructed on any lot will be subject to the standards of the A.R.B., which include, but are not limited to the following:

- (1) Composition to be of material thoroughly tested and accepted by the industry for such construction.
- (2) The outside edge of any pool shall not be closer than four (4) feet to a line extending from the inside of the side walls of the dwelling to which the pool is attached.
- (3) No screening of pool area may stand beyond a line extending from the side walls or rear walls of the dwelling to which the pool is attached unless approved by the A.R.B. All material used shall be of painted or electrostatically treated aluminum. Screening shall be of a dark color and shall conform with other screening used in the dwelling structure.
- (4) Pool screening may not be visible from the street in front of the dwelling.
- (5) Any lighting of a pool or other dock area shall be designed so as to shield the surrounding residents from the lighting. If the owner elects to purchase two adjoining lots and use one for recreational purposes, the lot used for recreational purposes must be adequately screened from public view by landscaping and/or walls or fences on both the front and side as required by the A.R.B.

ARTICLE VII. USE RESTRICTIONS

Section 1. Single Family Use. Each lot shall be used as a residence for a single family and for no other purpose, except for recreational use in conjunction with a residence on an adjacent lot. No property shall be offered for rental and/or trade purposes. The Board of Directors may, in exceptional circumstances in case of undue hardship, permit rental and/or trades if it so determines. This permit will be delivered in writing and no offer to rent and/or trade may be placed without such permit.

Section 2. Garbage and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except during pickup, if required to be placed at the curb, all containers shall be kept within the enclosure which the A.R.B. shall require to be constructed with each dwelling.

Section 3. Temporary Structures. No structure with a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, as a residence, either temporarily or permanently.

Section 4. Window Air-Conditioning Units. No window air-conditioning units shall be permitted. Wall or casement air-conditioning units shall be screened from public view in a manner required by the A.R.B.

Section 5. Mail Boxes. Until the United States Post Office Service allows individual mail boxes, the existing mail boxes provided at the security gate shall be used for the delivery and sending of mail. At such time as the United States Post Office allows individual home delivery, the A.R.B. shall submit to all members the approved mail box plan.

Section 6. Signs. No sign of any kind shall be displayed to public view on a lot or the common elements without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than four (4) square feet in size advertising a property for sale.

Section 7. Utility Connections. Dwelling connections for all utilities including, but not limited to, water, electricity, telephone, television and irrigation, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the A.R.B. All connections shall follow engineering plans which have been provided by developer.

Section 8. Pets. No animals of any kind shall be kept or maintained on any part of the property, except dogs, cats and pet birds, which must be kept thereon in reasonable number, as determined solely by the A.R.B. Pets for the pleasure and use of the occupants will be permitted, but no animals may be kept for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and myna birds will be permitted only if kept in air-conditioned homes, with windows closed.

Section 9. Clothes Drying Area. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, except in such areas that shall be screened from the adjoining property owners.

Section 10. Boats, Trailers and Motor Vehicles. No boats, trailers, recreational vehicles, or trailers, except four-wheel passenger vehicles, shall be placed, parked or stored upon any lot, except service or construction companies using trucks in their normal course of their business, nor shall any maintenance or repair be performed on any boat, trailer or motor vehicle on any lot.

Section 11. Guest Houses. No lot within the subdivision shall be subdivided. Guest houses shall not be rented, nor shall they be conveyed separate from the main residence nor shall they have separate electric meters.

Section 12. Construction Traffic. All construction traffic shall enter and leave the main entrance with all construction starting no earlier than 7:30 a.m. and stopping no later than 4:30 p.m., or at dusk, if sooner.

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Section 13. Nuisances. No nuisance of any kind or character shall be erected or constructed, suffered, permitted, committed, maintained, used or operated on any lot.

No business of any kind shall be conducted on any residence.

Nothing shall be done or kept on a lot or on the common elements which would increase the rate of insurance relating thereto without the prior written consent of the Association and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common elements or which would be in violation of any law.

Section 14. Common Elements. Nothing shall be altered in, constructed on, or removed from the common elements except on the written consent of a majority of the Association's members.

ARTICLE VIII. GENERAL PROVISIONS

Section 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 Declarant, the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give Declarant and/or Association and/or owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expenses of such litigation shall be borne by the then owner or owners of the subject property, provided such proceedings results in a finding that such owner was in violation of said Covenants and Restrictions. Expense of litigation shall include a reasonable attorney's fee incurred by the Declarant and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Declarant is the owner of any lot or any property affected by this Declaration, or amendment thereto, or appoints a Director of the Association, no amendment will be effective without Declarant's express written joinder and consent.

Section 5. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the public records of Martin County.

Signed and Sealed
in the Presence of:

JOE'S POINT HOMEOWNERS' ASSOCIATION, INC.

Witness

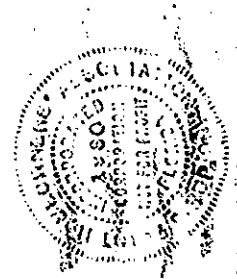
By

John P. Bartels, It's President

Witness

ATTEST:

Betsy Mennesson
Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this
16th day of November, 1987, by JOHN P. BARTELS and
MRS. BETSY MENNESSON, President and Secretary, respectively, of
JOE'S POINT HOMEOWNERS' ASSOCIATION, INC. BOOK 743 PAGE 441

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MARTIN COUNTY, FLA.

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MARSHALL
CLERK OF COURT
D.C.

Marcia C. Bartels
Notary Public - State of Florida
at Large

My commission expires: 11/30/91

Notary Public, State of Florida
My Commission Expires 11/30/91
Elected by 69457 on 11/30/87 for 4 years