

**CERTIFICATE OF THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GREGOR WOODS, A PLANNED UNIT DEVELOPMENT**

The original Declaration of Covenants, Conditions, and Restrictions of Gregor Woods, a Planned Unit Development was recorded in the public records of Martin County, Florida at Official Records Book 510, Page 1560 and was amended at Official Records Book 1131, Page 2720 and Official Records Book 1143, Page 1035. The same Declaration of Covenants, Conditions, and Restrictions is hereby amended as approved by a vote sufficient for approval at a members' meeting.

1. Article VIII is amended to read as follows:

ARTICLE VIII

USE RESTRICTION

Except as hereinafter provided, each parcel in the PUD(r) is restricted to the use of a single family, its household servants, and guests, exclusively for residential purposes. No business of any kind whatsoever shall be maintained, operated, carried on, permitted or conducted from a home, except for any business that: (1) is transacted wholly within the home; (2) does not involve clients, customers, or employees coming to the home; and (3) does not generate any additional traffic or parking within the PUD.

A construction shed may be placed on a parcel and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers may be placed on a parcel.

All applicable building and zoning permits must be obtained by the Owner and the placement location of the storage shed or carport on a parcel must be approved by the Architectural Control Committee and/or the Board of Directors prior to the installation or construction.

For the avoidance of doubt, only the following structures shall be permitted to be erected on any one of the parcels hereinabove described:

- A) One single-family residence as described in Article XVIII "Minimum Size of Residence";
- B) One private attached garage and one private detached garage;



- C) One permanent storage shed. The permanent storage shed must have a similar exterior color and style of the residence and constructed of either (a) wood, (b) CBS with stucco exterior or (c) metal. Such shed shall not exceed 200 square feet in size and shall be permitted on a parcel only after obtaining prior written approval by the Architectural Control Committee and/or the Board of Directors. The storage shed, irrespective of its construction material, must be placed on a concrete slab and the architecture and construction quality shall be consistent with the style of the residence or dwelling existing on the parcel;
- D) One carport. One permanent carport shall be permitted on a parcel provided that is attached to the main residence or guest house. The term "carport" is defined as a roofed area, open on at least two sides and attached to the main residence or guest house, but not attached to the front of the garage, and which is used only for the storage of one or more vehicles, and:
- E) One guest house not to exceed fifty (50) percent of the area of the main dwelling, exclusive of attached garages, patios and porches.

All applicable building and zoning permits must be obtained by the Owner and the placement location of the storage shed or carport on a parcel must be approved by the Architectural Control Committee and/or the Board of Directors prior to the installation or construction.

All structures erected on any parcel must comply with the set-back requirements described in *Article IX, Setback and Height Requirements*. Any structure that has previously been erected and does not meet the requirements of this Article VIII, regardless of whether or not it had been approved by the Architectural Control Committee and/or Board of Directors, shall be grandfathered until such time as such structure is in need of replacement. All replacement structures must comply with the requirements of this Article VIII.

It is expressly understood that neither the residence, nor the guest house on any parcel shall be used for rental purposes by the owner or lessee of said premises for a term of less than 6 months or for more than three times in a calendar year. The Owner must provide notification to the Board of Directors prior to any rental agreement within the development. If a guest house or garage is constructed prior to the main residence or dwelling, neither structure shall be occupied by workers or others for living purposes until work is actually within six (6) months from such occupancy. No occupancy shall be permitted in unfinished homes. All structures

and landscaping shall be completed within one (1) year of the building permit being issued.

2. Article X is amended to read as follows:

ARTICLE X
TRASH NUISANCE

No unsightly growth such as overgrown landscaping shall be permitted to grow or remain upon any parcel in the PUD, and no refuse pile or unsightly objects, other than refuse placed curbside for collection by county services or on parcels under development by the owner, shall be allowed or be placed or permitted to remain anywhere thereon, and in the event that the owner or occupant of any parcel shall fail or refuse to keep said parcel free of refuse piles or other unsightly growths or objects, then the Homeowners Association may enter upon said lands and remove the same at the expense of the Owner or occupant and such entry shall not be deemed a trespass.

3. Article XII is amended to read as follows:

ARTICLE XII
DISPLAY OF SIGNS

Not more than two temporary signs of any nature, including "for rent" or "for sale" signs, may be displayed on any parcel in the PUD. Such signs shall not exceed the outside dimensions of a standard real estate sign (approximately 24 by 48 inches). No permanent signs are permitted.

4. Article XV is amended to read as follows:

ARTICLE XV
SIGHT DISTANCE AT INTERSECTIONS

No object, including without limitation thereto, a fence, wall, hedge, or plantings, which obstructs road signs or sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any parcel within the area adjacent to where a driveway intersects a street or where streets intersect. The restriction is intended to apply so that all traffic may move safely upon the streets and in and out of driveways in the PUD without any physical or sight obstruction hindering and/or making such movement dangerous.

5. Article XVI is amended to read as follows:

ARTICLE XVI
PROHIBITED PARKING

Automobiles, passenger vans and stock or standard pick-up trucks with bed clear of debris, equipment and tools, are permitted to be parked in driveways, provided however, that no signs or advertising are displayed on the vehicle. All other vehicles, boats, trailers, recreational vehicles, etc., parked or stored on a parcel must be screened from view, excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the PUD. Screening may be through the use of privacy fencing and/or dense plantings. In the event that a vehicle/vessel protrudes over the fence/plantings, it would be considered screened provided that no more than twenty-five percent (25%) of the total height from the ground is visible.

6. Article XVII is amended to read as follows:

ARTICLE XVII
PLACEMENT OF GARBAGE CANS AND CLOTHES LINES

Clothes lines, air conditioners and pool heaters or other auxiliary equipment shall be located out of sight from the street. Garbage cans shall be located out of sight from the street except on collection days or the evenings prior to collection days.

7. Article XXI is amended to read as follows:

ARTICLE XXI
RIGHT TO ABATE VIOLATIONS

Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Association in addition to all other remedies, the right to enter upon the land upon such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof provided that, prior to such entry and abatement, the Owner of such property shall be provided written notice and an opportunity to meet with the Board of Directors to discuss the violation. Following such meeting or no less than thirty (30) days from the date of the written notice in the event that the Owner does not make a reasonable effort to attend or reschedule such meeting, the Association

shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

8. Article XXII is amended to read as follows:

ARTICLE XXII
RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarant, Association, or the Owner of any land included in said Planned Unit Development and failure to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Enforcement may be in any manner permitted by the Association's governing documents and/or Florida law. Any expense incurred in enforcing the provision herein contained shall be paid by the defaulter, and shall be collectable, or shall be a lien on affected property, in the same manner as provided for collection of an individual Owner's share of common expenses.

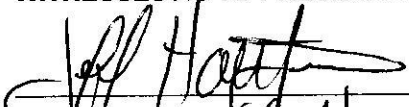
9. The foregoing amendments to the Declaration of Covenants, Conditions, and Restrictions of Gregor Woods, a Planned Unit Development were approved by not less than a two-thirds (2/3rds) vote of the entire membership in the Association.

10. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

11. All provisions of the Declaration of Covenants, Conditions, and Restrictions of Gregor Woods, a Planned Unit Development are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

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 2nd day of October 2023.

WITNESSES AS TO PRESIDENT:


Print Name: Jeff Haertjens

**GREGOR WOODS PROPERTY OWNERS'
ASSOCIATION, INC.**

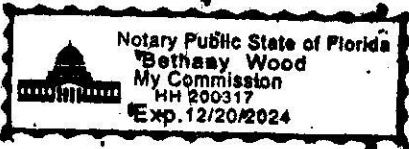
By: 
Danielle McDonough

[Signature]
Print Name: Bethany Wood

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by **Danielle McDonough, President**, of Gregor Woods Property Owners' Association, Inc. who [X] is personally known to me or who [] has produced as identification this 2nd day of October 2023.

Notary Stamp



[Signature]
Notary Public, State of Florida
Bethany Wood
Print Name
My Commission Expires: 12/20/24

WITNESSES AS TO SECRETARY:

[Signature]
Print Name: Lea Pollak

[Signature]
Print Name: Kathryn A Klug

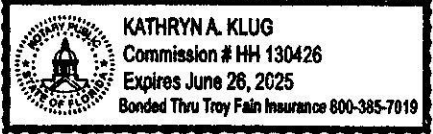
GREGOR WOODS PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Andrea Folden

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by **Andrea Folden, Secretary**, of Gregor Woods Property Owners' Association, Inc. who [] is personally known to me or who [X] has produced FLDL as identification this 4 day of October 2023.

Notary Stamp



[Signature]
Notary Public, State of Florida
Print Name
My Commission Expires: _____