RECORDED & VERIFIED D.C.

0112 7360

35 JUL 26

<u>_</u>

PM 4: 34

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

Unit recorded Restrictions Article Covenants, annual Development, ${f SIHI}$ 0f IIIXX in Official Records \mathbf{SI} Martin meeting Conditions To Of 0f CERTIFY Gregor as County, the 9 attached And Restriction Declaration that March Woods, **Florida** the Book hereto First × 510, **Planned** of were Of. Amendment Page Covenants, Gregor approved Unit <u>1560</u> Τo **199**5 Woods, Development Conditions and Declaration ä the adopted \triangleright to **Planned** Public amend And S at

wit: Protective The real Covenants property is more particularly subject ф О the described as **Amended** Declaration follows, 0f to

20, ling ly Block 29, ly Sunshine FARMS, a the 1911, and Tracts Northerly e of the ro that Beach hat part of Tracts 2 ine State Parkway, Block , according to the plat recorded in Plat Book 1, he road right-of-way, of Tracts s 3 and 4, Block 29, and that pa lying West of the Sunshine State 2, (now Martin) LUCIE 7, and 8, feet, lying adjacent to right-of-way, of Tracts 4, Block 29, and that p INLET Block County, Floring lying adjacent Block 20, a...

plat thereof filea of the plat thereof filea of the plat thereof filea of the plat the FARMS. 20, and Page, Florida, LE and lying V l in ST. Tracts, part Parkway the West and and 2, blo of Tract LUCIE IN Records of and EXCEPT Southerly d 2, block 4 0f ract 2, right-INLET 4,

TOGETHER WITH:

ray for Locks recorded in Plat Boy County, Floria Book 1, Page 98 Public Records feet Road) of Tract ST T. LUCIE INLE 98, Palm Beach ω • Block INLET FXT wom) FARMS, as now Martin) right-

PROPERTY The gr OWNERS attached Cohen, ASSOCIATION, P.A., Amendment 217 **H** INC., <u>ը</u> 0cean submitted c/0 Boulevard, LEIF J. þу GRAZI P.0. the GREGOR Drawer ESQ. Grazi 2846 WOODS

Signed, Gianino The DATED Presence Florida Sealed this and of: 34995 igts Delivered day of Ву ASSOCIATION, GREGOR WOODS INC. PROPERTY 199 OWNERS

(CORPORATE SEAL)

ATTEST:

ecretary

Printed

Name:

IHOMA

Its

nesiden

STATE OF FLORIDA COUNTY OF MARTIN

I HEREBY CERTIFY that authorized to administer appeared Thomas A. Boone of the GREGOR WOODS PROPERS to be the person describ I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to administer and take acknowledgments, personally appeared Thomas A. Boone as President of the GREGOR WOODS PROPERTY OWNERS ASSOCIATION, INC., known to me to be the person described in and who executed the foregoing instrument, who acknowledge before me that he executed the same, that I relied upon the following form of identification of the above-named person:

Personally Known

Personally Known

Personally Known above-named and that an person: oath (wa (was) (was not) taken.

WITNESS my hand and official seal in aforesaid this 19th day of May the County and State last

tary Public Commission

Expires:

Leif J. Grazi, 217 E. Ocean Bo P.O. Drawer 284 Stuart, FL 349 (407) 286-0200 THIS GRAZI INSTRUMENT
I, GIANINO &
J. Grazi, E n Boulevard 2846 34995 Esq. PREPARED COHEN, P.A.

JOANNE CADREAU

MY COMMISSION # CC432681 EXPIRES

January 9, 1999

BONDED THRU TROY FAIN INSURANCE, INC.

FIRST AMENDMENT TO RESTRICTIONS OF G GREGOR WOODS, A DECLARATION OF COVENANTS, C CONDITIONS DEVELOPMENT

County, Records Gregor The Declaration of Covenants, Woods, Florida, 510 മ ĺs **Planned** hereby Page Unit amended 1560 Development, Conditions, 0f as the follows: Public recorded and Restrictions Records at 0f Official of

Restriction of follows: Article Gregor Woods, IIIXX of a Planned Unit Development, the Covenants, Conditions, currently and

ARTICLE XXIII

RIGHT TO MODIFY

or part and w reserve to annı provisions to annul, restrictions, ovisions contained in these articles as to any parcel part of said subdivision then owned by the Declarant, with the consent of 50% in number of the then owners all other lots in the Subdivision the each lot number the right Declarant change change contained in 's said contained in 's contained i lots in t shall be r of its c in the absolute discretion at and owners the Subdivision. entitled to one Association vote, hereby irrespective expressly any time

annulling, waiving, cof the covenants, agr restrictions of this instruments y, changing, enlarging or modifying agreements, provisions, conditions his instrument shall be recorded. executed for the purposes any and

And amended to Restriction of Gregor Woods, Article XXIII of the Declaration of Covenants, read as follows: Planned Unit Development, Conditions,

ARTICLE XXIII

RIGHT TO MODIFY

annul, warve, covena conditions, covena in these in these in the with the second secon contained in these Articles as to any parcel or part of said subdivision with the consent of $\frac{two-thirds}{two-thirds}$ in number of the then owners of all other lots in the Subdivision. In computing the $\frac{two-thirds}{two-thirds}$, each lot shall be entitled to one vote, irrespective of the number the right Declarant owners. in the <u>ehe its</u> change covenants, and Association hereby expressly ts absolute discretion at any of the restriction of the restriction of the restriction and the restriction and the restriction and the restriction are strictly and the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are strictly as a second control of the restriction are second control of the restriction are strictly as a second control of the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction are second control of the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the restriction and the restriction are second control of the res agreements and restricti provisions or part of reserves time to

waiving, covenants, restrictions instruments changing, agreements, of this ins this executed ecuted enlarging of ments, provisions, co the purposes o or modifying ring any o conditions of annulling, Of

DATED
this
19th
day
0 f
May
, 199
5

Signed In The and 0 pelivered Ву_

GREGOR WOODS ASSOCIATION, PROPERTY OWNERS INC.

STATE OF FLORIDA MARTIN

ATTEST:

I HERE authorized appeared 1/2 the GRF77 the above-named person:
, and that an oath (was) be the person described instrument, who acknowledged same, that I relied upon the the above-named person: GREGOR WOODS PROPERTY to administer and Homps Books CERTIFY that (was OWNERS ASSOCIATION, 9 In n and who before me following this day, not) taken. who 28 acknowledgments, personally of the MESIDEM of form executed that // of $rac{\varnothing}{}$ executed the identification of known to me to

WITNESS my aforesaid this Уm y hand and day 0 f official seal ፔ the County and State . 1995 . 199 last

commission

JOANNE CADREAU

1 PANJOCAMISSION # CC432681 EXPIRES

January 9, 1999

BONDED THRU TROY FAIN INSURANCE, INC.

STATE (OF FLORIDA MARTIN

appeared GREGOR WO who the relied upon the authorized person: OR WOODS PROPERTY acknowledged ed ME HEREBY CERTIFY that िं administer d before me that _____executed following form of identification / ALLY KNOWH ___, and that OWNERS and g and S ASSOCIATION, INC., known of the foregoing included the same who this day, berore ...,

day, berore ...,

take acknowledgments, an 0 f Secretary oath the same, that reached above-named Officer to instrument, fficer duly personally (was) me that 0 f t 0 (was the эd

aforesaid this WITNESS my hand day and official of seal in the County and State 199<u>≤</u>. last

My Comm Commission Public

Expires:

JOANNE CADREAU

NY COMMISSION # CC432681 EXPIRES

January 9, 1999

BONDED THRU TROY FAIN INSURANCE, ING.

GREGOR WOODS PROPERTY OWNERS' ASSOCIATION

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ZONING AGREEMENT

EXHIBIT "G" - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "H" - ARTICLES OF INCORPORATION

EXHIBIT "I" - BY-LAWS

GREGOR WOODS PLANNED UNIT DEVELOPMENT - ZONING AGREEMENT JULY 8, 1980

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REPLACE CASA DEVELOPMENT WITH OCEAN GATE CONSTRUCTION AND REVISE EXHIBITS "D", "E", AND "F" - SEPTEMBER 22, 1987	CHANGE SETBACKS FOR LOT 32 - JUNE 9, 1981	COUNTY DEED B3	WARRANTY DEED B1	LEGAL DESCRIPTION A1	7	SUCCESSORS AND ASSIGNS 7	<u>M</u> 6	BREACH OF AGREEMENT 5	CHANGE OR AMENDMENT 5	<u>)N</u> 5	PROPERTY OWNERS ASSOCIATION 5	COVENANTS, CONDITIONS AND RESTRICTIONS 3	HTS 2	INTERIM SITE DEVELOPMENT WORK 2	<u>NT</u>	NTROL 1

EXHIBIT "D-1" PRELIMINARY DEVELOPMENT PLAN

EXHIBIT "E" TIMETABLE FOR DEVELOPMENT

EXHIBIT "F" CONDITIONS AND REQUIREMENTS OF P.U.D. AGREEMENT

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

referred the State of Florida, hereinafter referred THIS AGREEMENT, made and entered into this Ç as "Developer", and MARTIN COUNTY, 1980, by and between ROATAN LTD., to as a Political Subdivision 8th "County", hereinafter day of

WITNESSETH:

as the "Property"; and, description of which is set be situated consisting of a single-family Planned Unit Development (hereinafter WHEREAS, (hereinafter sometimes referred to as "Development") and to (83) reference single-family residential lots to be known as and located in Martin is made a part hereof, hereinafter referred **5** the desire of forth in Exhibit residential community having eightythe County, Florida, the legal sometimes Developer 74 ç referred to as "PUD") attached hereto develop a GREGOR

Development Zoning Agreement; WHEREAS, the zoning regulations this t_} pe of development subject to a Planned Unit and, of Martin County permit and

enter a benefit WHEREAS, into this Agreement, the parties deem it to be to the proper and orderly development of the property in their best interests

WOW, THEREFORE, the parties do hereby agree as follows:

Unified Control.

Exhibit Documents evidencing the unity of incorporated herein as Exhibit the Code of Laws and Ordinances of Martin County. the Developer is attached hereto the property The shall be the same as the term is defined in Section 33-581.2 developer hereby warrants For purposes included in this Of: this "B". A Covenant of Unified Control Planned Unit Development (PUD). title are attached hereto Agreement, that and incorporated herein as ¥t has unified control of the term "unified

503 ms1470

H. Development

Will þe H undertaken and is agreed and understood carried out in accordance the development with the 0f the following: PUD(r)

- adopted by the -The preliminary County and final amended plan as officially
- Exhibit inary this development plans, PUD(r) shall be . ק and β reference agreed accomplished ø copy of which made and understood part in accordance is attached hereto hereof that the with the development prelim-
- to be and regulations approved by the accomplished as may in accordance with the County e P agreed and Í'n ä effect accordance understood at the time with final development that 0 f such the such approval. laws, development ordinances plan
- incorporated herein adopted by strictly adhered to the County The timetable as λq and agreed to by the the Developer, Exhibit the E. development which is attached hereto and Developer 86 officially shall be
- by the Exhibit "F" PUD(r) County for Ψ the property in the process of the approval of The conditions and requirements which requirements adopted are the set zoning or forth imposed change in
- accordance road opening permits. at with such laws, the A11 time permits 0f such and authorizations ordinances approval and g regulations include shall building permits þe as granted May be

Interim Site Development Hork

Development regulations. may be Subsequent accomplished: Plan ៥ approval, execution of All improvements allowed under the following this Agreement site development and prior current work

IV. Vested Rights

shall E E E have 503 mce1471 the rights ç develop the PUD(r)

be deemed and final development provisions and requirements of this Agreement, accordance Agreement shall be applicable. ៥ a breach of this comply with any with applicable laws, ordinances plan Agreement such provisions or requirements shall approvals, and the subdivision plat and Section IX of and regulations, the preliminary this the

V. Covenants, Conditions and Restrictions

- not make such conveyance subject to the covenants and restrictions attached Conditions and Restrictions of GREGOR WOODS, land to be conveyed by the Developer by an instrument which Exhibit H hereto as Exhibit ดู shall be deemed a breach of this Agreement The Developer or incorporate them by reference ดู has created a Declaration of Covenant and by reference made a a copy of therein. for any part which
- establish, maintain, may require dedication thereof to the public condition precedent County (hereinafter receiving approval of the Board of County Commissioners of the continued benefit created and organized to required or desired by its members, GREGOR WOODS PROPERTY there shall be established a Exhibit open spaces, Association shall not be dissolved nor shall for profit, "G" and this Planned Unit Development As a part of (hereinafter by sale or otherwise, of the members of the Association without first ç referred to as "Board"). operate and provide all community services OWNERS the dissolution or disposal of open spaces, own and maintain the open spaces for said covenants, referred to as property owners association to be known ASSOCIATION, by the covenants except INC., conditions and restrictions, "Association") as deemed necessary. The to an organization **ي**و ř Zoning Agreement Board, as Florida corporation dispose and restrictions ç the
- then the Board of County Commissioners and condition in accordance with the final development plans time to maintain ASSOCIATION, INC., a) In the event that GREGOR WOODS PROPERTY OWNERS the open spaces of the PUD(r) in reasonable (or any successor organization) fails at can serve written notice order



γd days shal and period and the more shall ő 0£ the right with County areas published involved values properties shall non-exclusive advisable shall certified maintain the certified mail, such ៥ have Board noqu County, μ thirty-day Chief than 0f the set ဝူ þe demand hold not ğ of f 0f the the entering prevent g the hearing, ç each published and allowed, use above mail, at at Ď, for one the thirty Executive forth contest þ Planned thirty-day if.not Show shall sending spaces possession ø that б public the construed least real the year. owner possession the specified procedure period. npon the each open return cause the open (30) then þ such paid County the Unit ij property within and fifteen open return Of manner 0 f hearing to Officer such spaces owner Notice assessed Board the days period alleged spaces. such and the why real within ç receipt failure shall Ħ Development spaces time shall 0f ៥ give 100 County. open receipt may 0f such 'n maintenance řt Board, after (15)0 f 0f Í'n them notice property within enter 0 H become which thirty real [at ratably cannot failure De. not determine such from **such** reasonable The ç spaces consider requested, days such failure the and maintain ij least the upon such remedied requested þe the n Or cost Such property organization the hearing that becoming þ order ij remedy (30) longer sending against ő publi deemed and maintaining charge when Planned ä has the ten of organization notice advance that maintain have days ğ the order 6 within such 'n the within the not such open advisability of period (01) followed shall Of npon õ 9 ø the ø preserve alternat the řt them ø Unit after shall public trespass. and PUD(r) maintenance 0 f been such lien the right days 18 organization failure appear spaces the such properties þ þ thirty as the for condition ဝူ Development County has þе notice] İn remedied receipt on said Ø them but common ៥ ent nuisance, ive, the Board which PUD the one 18 hearing. organization sent before accordance within failed (30) enjoymen take not not This year and any taxable that for the notice 0f

برايات المنطق وردان

Hern Lawrence

yiven and published in the same manner as above, or continue such possession and maintenance for additional onesuccessor organization, and maintenance periods. 9 The Board may, upon public hearing with notice 0f such abandon open spaces such possession ç the organization, and maintenance return possession

VI. Property Owners Association.

profit shall, Incorporation attached hereto as Exhibit 0f The Developer upon incorporation, adopt By-Laws in accordance with the to be known as GREGOR WOODS PROPERTY OWNERS ASSOCIATION, By-Laws incorporated attached hereto as shall cause a Florida in accordance with the Articles Exhibit . H. corporation not HH. Said corporation

VII. Destruction.

Development should be destroyed by storm, fire development plans and amendments thereto, repair so long as there and/or the Association, disaster, the Developer, In the event that all or shall have is strict compliance with the final its grantees, a portion of the Planned Unit the right successors or řÉ any. to rebuild and/or or other common assigns,

VIII. Change or Amendment.

of County Commissioners at a public meeting. plans and the subdivision plat. **Bions** such can only be of this Agreement and the preliminary and final development shall at made a11 times be after review Any material change or amendment 9 strict and approval by adherence to the Board the

IX. Breach of Agreement.

accordance with Exhibit assigns, approval, has not obtained final development plan approval in In the Developer, its the event E that or after the Developer, successors obtaining final development or assigns, has its successors

the method of at Commissioners Agreement, schedule approval, the County's explain the sought which date BUD may at its discretion building permits time has 8 and Agreement, 0 fulfilling due to reasons set has place conditions. in any other the shall serve notice forth in fallen behind the Developer causes within its 0 f time for 149 ø the public within allow Exhibit to demonstrate obligations manner scheduling delays will be the XtB hearing on ğ "E" by failed Developer, agreed (6) months the given an opportunity control, under its willingness to comply with this Developer, twelve the development this the Board of County 0 f by amendment and to Planned Unit Development (12) Agreement the in writing months date propose construction ç ţ 0f 0£ meet such Of

- revert County Commissioners have in some g served on causes the case to its this purpose within its the 50 2 other more Developer Ιf immediately pre-existing zoning classification Agreement at 0f than six manner been clearly violated, the which shall control) 9 as described above, end shall advertise Ė (6) months 0f is clearly the ø þe reasonable conditions ğ for from cause þ unable public hearing the date the the period 0f this or unwilling to Developer property the notice Board Agreement on the (due of 15 in
- Å, them the property which may plans and amendments zoning regarded further reversion ij classification, **successors** conformity building permits shall be 35 0f In the nonconforming uses the ä with have event thereto, interest) based upon the property if, buildings or the development plans shall 0f 'n fact, such breach of this Agreement, if any. to its with respect they prior structures issued to Those portions zoning final development the Developer ç constructed upon the classification, thenceforth of the revised and (or

X. Jurisdiction.

国际政府的国际企业企业的

ō parties hereto brought further and agree decided that any Í'n Martin County, and all

35% 503 PAGE 1475

Florida, and no other jurisdiction.

XI. Successors and Assigns.

land in interest, and shall This Agreement grantees, be binding shall successors upon the e De deemed and assigns. parties covenant hereto, running with their successors

which any given by and delivered personally, following: such delivery. notices given pursuant party may and shall desire B All notices telegraphed ğ conclusively presumed give hereunder ğ the shall 9 terms sent be given 0f shall be registered this Agreement to have been ç in writing each of Or 0 r

l East Commercial Boulevard Lauderdale, Florida 33308

Board o Post Of Stuart, County, MARTIN COUNTY County 626 33494 Commissioners

year ğ first above IN WITNESS executed and written. WHEREOF, their seals ç þе have affixed hereto the day caused this Agreement

presence of:

ROATAN LTD.

Signed, in the |

President

By:

ATTEST:

By:

(CORPORATE SEAL)

"DEVELOPER"

503 ms1476

GEORGE TOWN
GRAND CAYMAN
BRITISH WEST INDIES

and 1980, before President, ar acknowledged HEREBY and ROATAN CERTIFY that persognily purposes fficial s to me foregoing,

WITNESS ignature and official seal the day

(Notarial Seal)

or range

MY COMBRASPAGE STAYED TOTOL AT LARGE MY COMMISSION DOING SEPT. 28-1980 BONDED INBU GENERAL ING. UNDERWEIFERS

MARTIN OF COUNTY COMMISSIONERS
N COUNTY, FLORIDA

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

ATTORNEY

"BOARD"

503 PKE1477

通用的人的企业的企业的企业的

EXHIBIT "A"

LEGAL DESCRIPTION

that right-of-way, Tract Florida Page plat Southerly **Block Block** O ff Public 20, ST. and side Tracts filed LUCIE EXCEPT Records œ O.F Block and January בו INLET the the and ST. lying West 20, road Northerly FARMS. Palm LUCIE INLET and Tracts **Block** the 1911, right-of-way of 35 (now the feet, FARMS, W Martin) Sunshine lying according Plat adjacent County, State Book

TOGETHER WITH:

Public Book for The Locks Southerly 100 Records Page 98, Road), Palm ST. feet LUCIE Beach of Tract INLET (now Ψ FARMS, Martin) Block as County, 20 recorded (LESS Florida,

vations SUBJECT ç easements,

86ck 503 me1478

EXHIBIT "A"

South are a commend of Eparania (Aly consisten VAIRTISS on a condition of the County at 19 73. COUNTY OF THE PARTY OF THE PART end wid granter does hereby fully persons whemseaver. yr irs; and SUJJ 201 to that cartain Pureliass Mainsy Mertangs from Ct for Size, Terrating and it Michigans Martanym, to Je riph C. Rovie & Betsy Rous Devis, Nis willy, an Marty, gaps, in the original orraunt of \$113,010.00, which grantce essumes and agraps to pay. Tracts 1, 2, 7 6 8, Block 20; Tracts 3, 4, 5, 6 and that part of Tracts 2 8 7 lying itset of the Sunshing State Perkway, Block 23, all in ST. LUCIE INLET FARMS, according to the grat therewif on fils in the oilles of the Clerk of the Circuit Court, in and for Palm Beach County (Law Martin County), Florids, in Plat Book 1, page 58. and a him gard end elicible convictionations to and grants colons belonging and soid to the said described band, since itying and being in following in the following i Okusali, <u>و</u> چ Cha Capanana CONDITICH OF SUPJECT to costaments, restrictions and reservations of retord; taxes for 1930 and subsequent The second second いたいいいい 73. מלון יייין מ FOR MICROPILMING itel and render. . 64:54 1 14:3 inger!! mite FAIRC. N. 2. '0 : '4. DOCUMENT "Granter" our presence: described in the described the forestern i #34 fire 1:29 and "grantes" שמונ הלו והסווםש Circular has hereento we grantar's here and end the day and year limb above THE PART RETURN TO,

L. M. TAKEOR, LAWYER

TO, POK 1 KSY

KCOCH I WIN BEACH, FLA. JOHO (24 to 659 noid): - we i to contrib ELVER CIPE, ROATAN LIWITED cities duly qualified to teleare used for singular or plural, an contest requires HER SIPE, TRUSTES EXHIBIT This is when it group triy and not be makind alignment. wid lord, and will other the work explicit the lord of the lord. Page 1714 Cost Commercial Build word Fort Lauderdale, Florica (1809) シュス・1 TRUSTEE . 12 C: Elmar Sign, T pronies, and grances -0f Florida Fignery Cocumber w The state of the s County, Standa, these ... 4:3 לפי עיים and adinowledges to ... Ten & ro/12 100 503 Pair1479 6261 · . Z

THE REAL PROPERTY.

CONDITICH OF DOCUMENT

EXHIBIT "B"
Page 2 of 3

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740.001

C. 1. 2000

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EUQ.P

503 PAGE 1480

is

EXHIBIT *B

Page w 0 H w

COUNTY DEED

party Martin of County, the THIS first DEED, ā political part, made and this subdivision of ROATAN, LIMITED, lst day 0f the July party State 1980, 0f 0f Florida, Λq

paid for acknowledged, second λq the in consideration land WITNESSETH, part, party has lying his of granted, heirs the and being that of f second and the bargained the said Ín assigns sum part, Mart 0f party and sold 'n receipt forever \$10.00 County, of. the Ç ç whereof the the Florida řt first İ'n following party is hereby part of

Book : County The Southerly (LESS right-o feet Beach recorded חב n Plat Martin) **Block**

proximately area of appror 1.48 acre acres approximately being 645 f long, wi y 64,500 feet wide with square and ap-btal feet

:29

٠. .

S

N. VW

IN WITNESS WHEREOF, the said party of the first THE STATE OF

has Board of Chairman caused these County g said Commissioner presents board, the ç day bе acting executed and year λq the ב בי aforesaid. its Chairman name Уq or Vice its

BY:

MAGGY HURCHALLA, CHAIRMAN

MARTIN BOARD

COUNTY,

Q

COUNTY

COMMISSIONERS FLORIDA

APPROVED AS CORRECTNESS: TO

FORM

STEPHEN FRY
COUNTY ATTORNEY

503 mil 1481

498 m:1962

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 81-6.3

(REGARDING FIRST AMENDMENT TO THE PUD ZONING GREGOR WOODS SUBDIVISION) AGREEMENT

nations 0 f fact: WHEREAS, this Board has made the following determin-

- tion, and Creative and Agreed to amendment "Owner" 25 0 F Environment successor Exhibit the PUD by Developer have Casa Development applied Zoning in Enterprises, interest *Conditions and Martin 8 agreement this Board for Limited, g County"; Inc., Roatan, and Requirements Adopted dated July Inc. Ltd., approval Florida corpora-**®** Florida 1980, "Developer" 0 f
- this matter be considered Department Ħ and is the recommendation of the Planning 38 Development a minor amendment Review Committee g the PUD agreeand
- Committee; of the Planning and Ψ This Board has Zoning Department considered said and Development recommendations Review

COMMISSIONERS OF MARTIN COUNTY, NOW THEREFORE BE IT RESOLVED BY THE FLORIDA, THAT: BOARD OF COUNTY

- Planned Subdivision and hereby approves Review Committee's minor incorporated herein as and Martin County Unit Development This dated Board hereby Exhibit June Zoning change determination 9 A. 1981, the Agreement concurs first attached hereto and Ę with between amendment 525rue2288 for the Roatan, Gregor Woods Development to the
- Agreement Agreement shall which All the terms specifically and conditions full amended or revised by and effect 0 ff the Gregor

9TH DAY OF JUNE, 1981.

ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

I ISAACS, CLERK MAGG

APPROVED AS TO YORM AND CORRECTNESS.

TEPHEN FRY, COUNTY ATTORNE

EXHIBIT "A"

GREGOR WOODS

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT BETWEEN ROATAN, LTD. AND MARTIN COUNTY

INC., after referred to subdivision **ENVIRONMENT** "COUNTY" of June, LTD., Florida corporation, as successor THIS AGREEMENT, of. ENTERPRISES, 1981, hereinafter referred to as the as "OWNER", γd State of Florida, hereinafter and between INC., made and entered into this and MARTIN a Florida CASA DEVELOPMENT COUNTY, corporation, "DEVELOPER", in interest þ referred to political LIMITED, ţ CREATIVE herein-

WITNESSETH:

Public in Official Records Book Florida, known as Agreement and approval, red to 1980, as the "GREGOR WOODS Records for the WHEREAS, entered into DEVELOPER and of GREGOR WOODS, development of Martin after appropriate notice, a Planned County, 503, beginning P.U.D. AGREEMENT"; COUNTY which Agreement a project Florida, hereinafter refer-Unit 9 9 at Development about Page in Martin County, public and, the 1470 r. recorded 8th hearing Zoning 0 f day

backs and height requirements for Adopted in Section 1 and Agreed to by Developer and Martin WHEREAS, the Gregor Woods P.U.D. of Exhibit , . J. *Conditions and Requirements the lots in 525nse2290 Agreement this project County", provide set-

P.U.D. Agreement Tot to Agreement 32 and Section 1 of Exhibit "F" WHEREAS, DEVELOPER and OWNER derire from 40 feet to allow a ៥ 36 revision feet; and, of. of the Gregor Woods the front to amend said setback

ing, the DEVELOPER, WHEREAS, after OWNER and COUNTY appropriate desire notice ţ and public hearamend

Gregor Woods P.U.D. Agreement ö allow said amendment;

OWNER the NOW, THEREFORE, COUNTY follows: r. H is agreed between the DEVELOPER,

- ed to 6 County", quirements Adopted and Agreed to by allow a revision of the front ç of 36 the feet. Section 1 Gregor Woods of Exhibit P.U.D. , a 3 a setback for Lot 32 Developer Agreement "Conditions and is hereby amendand Martin from
- revised by this Agreement P.U.D. Agreement which are All the terms and conditions shall remain in full force and efnot specifically amended or o_f the Gregor

their hands and seals IN WITNESS WHEREOF, on the day and year the parties above written. hereto have

Signed, in the | sealed and delivered presence of:

CASA DEVELOPMENT INC., a Florida (WOODROW S. SAFI T LIMITED, corporation

M. Treut, de

(Corporate Seal)

SAFRIT

"DEVELOPER"

STATE OF FLORIDA

COUNTY OF MARTIN

Safrit, President The foregoing instrument was acknowledged before day of of Casa JUNE Development , 1981, by Woodrow S Limited, Inc., a Florida

corporation,

on behalf

0 f

the

corporation. ary Public Hunt Stelly 525 MGE 2291

My Commission Expires:

Notary Public, State of Florida et Car

Signed, in the | , sealed and delivered presence of:

CREATIVE INC., a F ENVIRONMENT ENTERPRISES, Florida corporation

(Corporate Seal)

"OWNER"

STATE OF FLORIDA

COUNTY OF MARTIN

ccrporation, President of The foregoing Creative on behalf day of Environment instrument corporation. 1981, Enterprises, akcnowledged before me by Raymond L. þ Glancy,

Seal)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARCE
ANT COMMISSION LYPIKS AUG 5 1754

BONDED THRU GEFERAL INS., UNDERWRITERS

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

APPROVED AS TO FORM AND CORRECTNESS:

525nge2292

of.

£66089

GREGOR WOODS

SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT ZONING AGREEMENT BETWEEN OCEAN GATE CONSTRUCTION COMPANY AND MAKTIN COUNTY

hereinafter referred MARTIN COUNTY, a political subdivision of the State of Florida, Plorida corporation, hereinafter referred to as "DEVELOPER", September, 1987, by and between OCEAN GATE CONSTRUCTION COMPANY, THIS AGREEMENT, 6 made and entered into = the "COUNTY". this 22nd day end d

P.U.D. AGREEMENT"; and recorded in Official Records Book 503, beginning at Page 1470 of the Martin County, Florida, known as GREGOR WOODS, Development about the 8th day of July, 1980, approval, Roatan, Ltd., a Grand Cayman corporation, WHEREAS, after appropriate notice, public hearing Records of Martin County, Florida, which Agreement as Ioning Agreement is hereinafter referred to as the "GREGOR WOODS tor entered into a Planned Unit the development of a project which Agreement and County on amended 'n

Records of Martin County, Florida, and, Official Records Book Warranty in and to Phase II of the Gregor in title and interest Casa Development corporation, has acquired all of the right, title and interest of WHEREAS, Ocean Gate Construction Company, a Florida Deed dated May 6, 1987, and recorded August 28, 1987, in Limited, ទ 733 Roatan, Inc., beginning at Page 295 of the Public a Florida corporation, as successor Woods property, as evidenced by Ltd., Grand Cayman corporation,

Conditions and Requirements, of said P.U.D. Agreement/1408 Agreement to allow revisions Developer and County desire to further amend the Gregor Woods P.U.D. Exhibit "F", WHEREAS, after appropriate notice, hearing and approval to Exhibit . D. Preliminary Development

follows: THERRECUE, is agreed hetween Developer and County

- hereby amended to 170 Gregor reflect the Woods P.U.D. following Agreement revision and 11 its exhibits
- 770 Preliminary Development Plan for Phase
- changes 5 101 lines
- Routheast water management 2) corner tract the the Aldth and natural preserve project, 2 447 and, in the
- of the Reductions and natural preserve project; width 2 # T southeast Water management corner

770 Timetable hereto 101 made Development is hereby amended part hereof. copy ç

5

accordance

with Exhibit

"D-1",

reduced

of which

- reflect: Ľ Construction of the project in two
- 2) development Extension of plan approval shall the timeframe ď within which final obtained Phas 101
- accordance construction shall be Extension of the timeframe completed for Phase II, within which
- ູດ 5 made 77 4114 hereof. revised Exhibit "E" attached hereto
- reflects Conditions and Requirements are hereby amended
- נו special Incorporation of the First P.U.D. Amendment in condition

AND RESIDENCE OF THE PROPERTY

- Department; and, B, Jadolened Revision contribution 2 special ő condition the Tropical × pertaining to Parms 7170
- 5 ccordance recreational improvements; Revision of with revised 100101 special condition Exhibit Ž.9 attached heret pertaining

the and conditions was approved by P.U.D. of this

Signed, presence of:

COMMIS

Bioner s

County, Florida

CONSTRUCTION COMPANY,

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF HARTIN

HEREBY CERTIFY that act

County State last

(NOTARIAL SEAL)

٤ol tana

"Developer"

My commission expires:

STANT PURILE STATE OF FLORIDA OF COMMISSION STATE OF FLORIDA

COUNTY COMMISSIONERS

MARTIN C

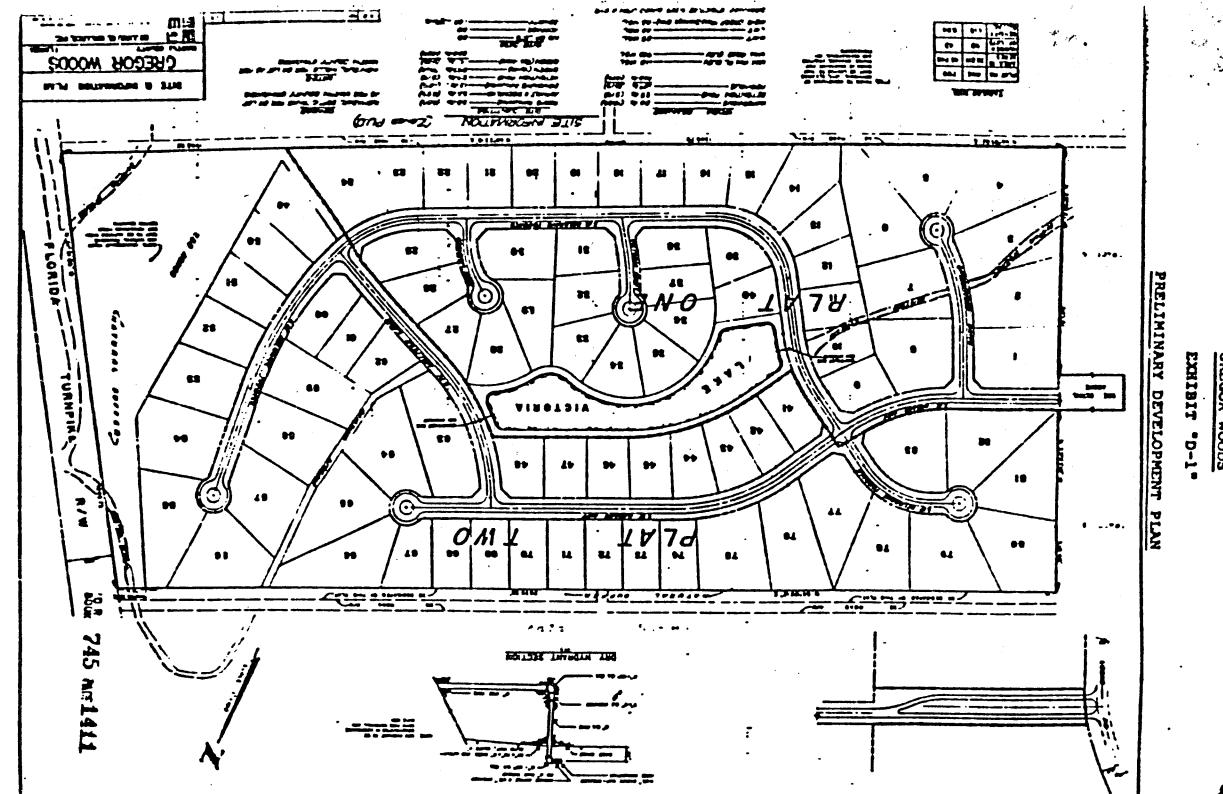
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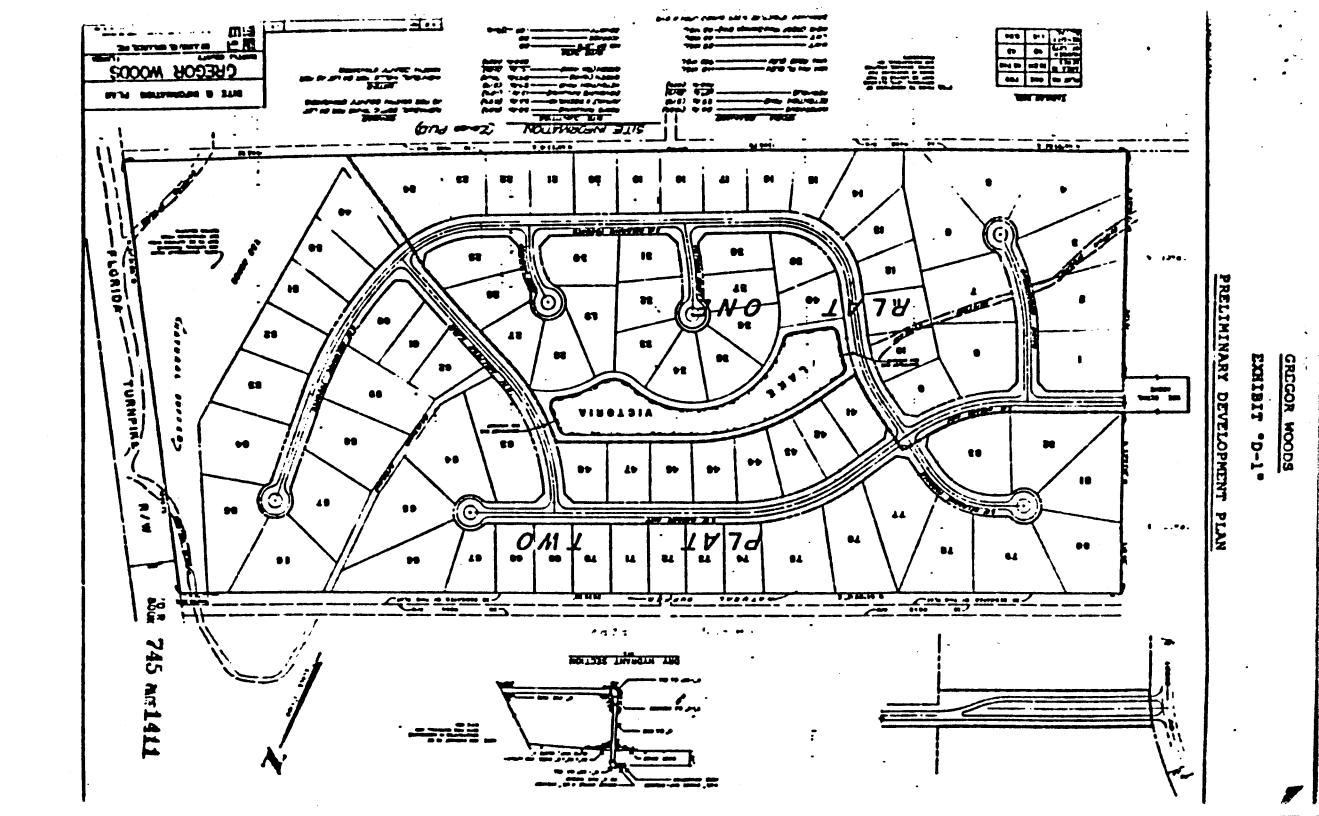
KENNY, III, CHAIRMAN

APPROVED AS, す FORM AND CORRECTNESS

LINDA R. H ASSISTANT COUNTY ATTORNEY

745 mrs 1410





GREGOR WOODS

REVISED LIBIHXA Ħ

TIMETABLE FOR DEVELCEMENT

The development will be constructed in phases and the phases to be constructed and the time period after the date of the approval of the FUD Agrayment within which final development plan approval of each phase must be obtained are as follows:

Period after r date of PUD Agreeme

to be constructed

Year

Phase H

Roads within phase and 40 residential lots.

Permits must be sought, with respect to the above, within six (6) months from the date the phase received final development plan approval, and construction of this phase shall be completed within three (3) years after the date the phase received final development plan approval.

The commencement of construction of the roads and other common elements shall be such that they will be completed at the time completion of the phase which they are intended to serve. 0 -

Years.

Phase H

Roads within phase recreational area residential lots and 13

Permits must be sought, with respect to the above, within six (6) months from the date the phase received final development plan approval, and construction of this phase shall be completed within three (3) years after the date the phase received final development plan approval.

The commencement of construction of the roads and ot elements shall be such that they will be completed a completion of the phase which they are intended to a other common at the time 0

ADDITION OF THE PARTY OF THE PA

45 MG 1412

GREGOR WOODS

REVISED EXHIBIT "P

CONDITIONS AND REQUIREMENTS ADOPTED AND AGREED TO BY DEVELOPER AND MARTIN COUNTY

The building lots in the Planned Unit Development will achers to the following setbacks and height requirements:

Lots on Southerly Boundary of Project:

loper agr					Lot 32:					All Other Lots:					
to to	Height	Back	8140	Front		Hei ght	Back	side	Front	r Lots	He i gh t	Ba Ck	Side	Front	
cont	r#	1				ľ				'••	-	•			
ribute		•		•		•	•	•	•		1	•	•	•	
<u></u>	25	20	20	36		25	20	20	6		25	30	20	30	ĺ
agrees to contribute its fair share	PO O CT	19 0 0 17	19 8 17	neer		feat	Reet	feet	reet		reet	1000	feet	feet	
<u> </u>								_							

- Developer agrees to contrib impact fee, if and when an adopted by Martin County. appropriate ordinance a school
- in the Planned Unit internal road system only.
- ion of any and eveloper shall le and promotion locations as transported
- Developer will provide a 10 foother grade Alassment along the southerly boundary of the parcel which may be used if and when the County widens the platted 30 foot right-of-way to County road standards.
- Developer will contribute \$50. share to Tropical Farms Fire D be paid by Developer at fina! \$50.00 per lot as its fair ire Department. Said amount ins! approval of Phase II.

745 MGF 1414

87 DECLIO AII: 21

FILED FOR RECORD

FROM THE SOUTHWEST CORNER OF TRACT & BLOCK 20 OF SAID PLAT OF ST. LUCIE INLET FARMS, RUN NORTH 23" 23' 19" WEST, ALONG THE WEST LINE SE BAID TRACT 2, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF PLAT ONE GREGOR MICHOS AS RECORDED IN PLAT BOOK &, PAGE 45, PUBLIC RECORDS OF MARTIN COUNTY. FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL! THENCE RUN ALONG SAID NORTH LINE OF PLAT DHE GREGOR WOODS THROUGH THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 66" 14" 59" EAST A DISTANCE OF 329.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH-WEST, MAVING A RADIUS OF \$12.38 FEET, AND A CENTRAL ANGLE OF 34" 48" 20", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 311.26 FEET TO THE END OF SAID CURVE, THENCE NORTH 31° 26° 39" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 58" 33" 21" EAST A DISTANCE OF 149.57 FEET TO THE BEGIN-HING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 438.89 FEET, AND A CENTRAL ANGLE OF 14° 34" 22"; THENCE SCUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.63 FEET TO A POINT ON A MON-TANGENT LINE; THENCE NORTH 31° 26° 39" EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 145.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 613.81 FEET, AND A CENTRAL ANGLE OF 34" 42" 33" 8 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.84 FEET TO THE END OF SAID CURVE, THENCE NORTH 66" 09" 12" EAST A DISTANCE OF 395.70 FEET TO A POINT ON A NON-YANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 591.08 FEET, A CENTRAL ANGLE OF 25° 36" 07", AND A RADIAL BEARING, AT THIS POINT, OF NORTH 48" 59" 25" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 264.12 FEET TO THE END OF SAID CURVE, THENCE SOUTH 66" 36" 42" EAST A DISTANCE OF 362.53 FEET; THENCE SOUTH 56" 33" 57" EAST A DISTANCE OF 88.78 FEET; THENCE SOUTH 59° 46° 02" EAST A DISTANCE OF 298.23 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 24. OF SAID PLAT ONE GREGOR WOODS AND LYING ON THE SOUTH LINE OF BLOCK 29 OF SAID PLAT OF ST. LUCIE INLET FARMS. THENCE DEPARTING FROM SAID NORTH LINE OF PLAT ONE GREGOR WOODS, NORTH 65° 25° 16" EAST, ALONG SAID SOUTH LINE OF BLOCK 29. A DISTANCE OF 640.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (FORMEPLY SUNSMINE STATE PARKWAY); THENCE NORTH 31° 31° 06" WEST, ALONG SAID WEST-ERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1245.75 FEET TO A POINT ON A LINE 35 FEET SOUTHERLY OF AND PAR-ALLEL WITH THE NORTH LINE OF BLOCK 29, OF SAID PLAT OF ST. LUCIE INLET FARMS, THENCE SOUTH 65° 05° 33" WEST. ALONG SAID PARALLEL LINE. A DISTANCE OF 78.31 FEET, THENCE SOUTH 66" 09" 12" WEST A DISTANCE OF 2639.85 FEET TO A POINT ON SAID WEST LINE OF TRACT 2, BLOCK 20, PLAT OF ST. LUCIE INLET FARMS. THENCE SOUTH 23" 23" 19" EAST, ALONG SAID WEST LINE OF TRACT 2, A DISTANCE OF SIG.49 FEET TO THE

CONTAINING 45.748 ACRES HORE OR LESS.

BEARINGS BASED ON THE PLAT OF THE ST. LUCIE RIVER THROUGH PART OF ST. LUCIE FARMS. AS RECORDED IN PLAT BOOK 2, PAGE 30, PUBLIC RECORDS OF HARTIN COUNTY, FLORIDA.

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to be belon

and Agreed to be Donated:

None

60x 757 per 1168

7) AU

2000221203.59 # 2000221203.59

EXHIBIT "G"

GREGOR WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DECEMBER 8, 1980

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DECLARATION

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COVENANTS, CONDITIONS AND RESTRICTIONS OF

GREGOR WOODS

A PLANNED UNIT DEVELOPMENT

by CASA DEVELOPMENT LIMITED, RESTRICTIONS, SIHT assigns made to as DECLARATION on this 9 "Declarant," designees 8th OF COVENANTS, INC., day of of the Declarant), which a Florida corporation terms CONDITIONS, December shall include AND (hereinthe

WITNESSETH

described as follows in Martin County, Declarant (hereinafter Florida, the referred which owner Off r. S t 0 more certain as the particularly "Property"):

Public INLET Sunshine State Parkway, 29, right-of-way, Florida, LESS of-way, and and lying West . 4 that FARMS, adjacent Records ST. Block part 1911 LUCIE according to 0£ and of ç Tracts recorded EXCEPT the Palm the Southerly INLET FARMS. the and Tracts **Block** Sunshine Beach Block 25, 1 and 2, in the plat N 20, anc part Plat Northerly (now Martin) State side of Block 20, tu 9-1 Book thereof Tracts Parkway ä. ۳, <u>ა</u> the West County, Page 98, Tracts road right LUCIE of the **Block** 5

TOGETHER WITH:

The Southerly 100 feet Tract Block 20 (LESS

22 510 milita

China We Smart Blaza
Smart, Dia 3 2 4 114

Martin) County, Florida, Public Records. recorded in Plat Locks Road), ST. Book Page 98, LUCIE Palm Beach INLET FARMS, (now

and reservations ţ easements, of record rights-of-way, restrictions,

ç Unit Development known WHEREAS, S S the "PUD(r)"; Declarant and rs. as GREGOR WOODS (hereinafter developing the Property as

accordance improved, development, (hereinafter Declarant developed, WHEREAS, with the Plan; referred management, is desirous the managed, ģ Declarant as the "Plan") operation that and operated and maintained the has Property and the "PUD(r)" and maintenance established for the improvement an of the "PUD(r)" overall e D

with and reservations, improvement, or under the Declarant, acquiring title run with "PUD(r)" conditions, maintenance the Plan, certain covenants, the and shall WHEREAS, reservations, use and occupancy of each of the title easements, charges and servi improvement, which O.f to any the the Declarant ţ pe be covenants, the Property and each of the Parcels in the binding Property of the its successors easements, restrictions, development, noqu Parcels restrictions, and the st each desirous charges and servitudes in the "PUD(r)" or assigns, such management, "PUD(r)" limitations, 0 f Parcel and all persons parcels limitations, impressing pon in accordance directly operation the ownership in conditions from, the "PUD(r)" through

and assigns, hereby MOM, THEREFORE, Declarant, for Property itself, and its successors

the red ð charges restrictions, mortgaged, used and occupied 5 the occupancy restrictions, benefit sentatives, the tics the Property and each Parcel Parcels value and durability ownership, "PUD(r)" 0 f having thereof: and each Owner thereof, 9 servitudes successors limitations, limitations, servitudes any any improvement, use, shall part right, be which and assigns, thereof, of and which shall run with npon leased, title, conditions, reservations, conditions, are subject the impresses the and shall be thei held, or for sale, Property and shall interest ť the 'n heirs, improved, reservations, leasing, the following purpose and binding following covenant ŗ. personal inure each the mortgaging sold, 0 f Property protecting Parcel ő the upon all easements, charges, covenants, conveyed, repretitle and and 0

ARTICLE I

DEFINITIONS

GREGOR profit Section 1. WOODS PROPERTY Corporation, it its "Association" shall was one owners' ASSOCIATION, MAC successors and assigne and a refer to -מרת

title ţ whether one company of the company o N or more persons or end on the "PUD(r)" which or entities, which is a p s, or part tof the the fee simple the Property. record

Section 3. "Property" shall mean and certain real property hereinabove described, and thereof as may hereafter be brought within the the Association. and refer to the addition the jurisdiction to that additions iction of

section 4. "Common A property and improvements owned use and enjoyment of the Owners the Association shall be such a WOODS designated "Common Area." common Area"
ts owned by t
owners. Th
such areas
Area." The Common ' shall mean all the Association as shown 9 Area t_o for the real for the common o be owned by Plat of GREGOR

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numb Deve Comm ommon evelopment Section bered plot of 3 clopment Plan (Are Ď land shown upon the of the Property, with l mean and e recorded ith the exc and refer to ded Planned L exception of of Un any Jnit the

Section 6
DEVELOPMENT LIMITED
designees and ~-de de Section 6.
NT LIMITED, : Decl arant" sha a Florida 3 111 CO corporat and re et th SOF successor ťo CASA

D (* Section e expenses for include: for which Owners are liab shall ple to mean the Ass. öè ref ion ď

- Ar Ar Co mo and tenance, d Common (a) operation, Facilities **57** -Expenses of administration; repair or replacement of the including but not limited t 6 expenses e Common to:
- ability insurance on the (i) Fire and other ca Common Area and Common Insurance as provided c casualty and mon Facilities led herein. ie S
- As n ociation, including (ii) Ad professional Administrat pal fees and tive costs d expenses. 0 f the
- maintenance within the ი÷ upkeep and ommon Areas replacement (iii) The 0)£ 111 incurred lawns and in the e scapin Ð
- (iv) The O Š of. utilities for

0 nommon

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used

Ve not separately lopment Parcel S met er ed 63 ct The i indiv H. († s of utilities v Planned Un: whic

ŗ. conjunction with the C Labor Area mat er Į٠. 15 D suppli

land, the As improvements and o sociation through (vii) other prop (vii) The roperty action of cost as ma s p Board 0 97 7-Y1 Director onal by

- that may be duly incurred by the Association through its Board of Directors from time to time in operating, managing, repairing replacing, protecting and conserving the Planned Unit Developmen the Association property and in carrying out its duties and responsibilities as provided by this Declaration, the Articles of Incorporation and By-Laws. 4 -
- the maintenance, repair, operat pipes and drains, installed by except such lines, pipes and dr <u>(d</u> All l costs and expenses ation and replacement by the Declarant or the drains located within xpenses incurred in lacement of all streets nt or the Association, d within any Parcel. 'n
- pro By-Laws SIV ions of (c) Expenses of this Declaration, the he Association. declared Articles of Incorp expenses prporation by n or
- (d) Taxes on property owned Уd the

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(e) sur an 0 edo. Ţ owned ΛĊ. the

ociat

section 8. "Common Facilities" all those structures, improvements, fixtu equipment and all items of personal prope for the benefit of the Owners. " shall mean and refer to ures, facilities, machines, erty owned by the Association

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ARTIC LE

10 ROPERTY RI CHTS

Commo o ever sh Section shall have a Area which ry Parcel, s a rigi h shal subje owner's ght and e nd easement of Enjoyment.

appurtenant to and pass wing the following provisions: Every n and to to r ۲۰ ۲۰ 4 7 i e

- eus and ass suspend and Fac-assessmo ilit ٠, نو voting ics by a against (a), The ng rights and r y any Owner for st his Parcel r e right of rights to or any per remains of the rema of the Association to to use of the Common A period during which any s unpaid: to fo Ar
- or transfe anency, au conditions or transfe fifths (4/ has been r fer all cauthority
 ns as may
 fer shall
 4/5) of 1
 recorder the id (b) The right of or any part of the Common y or utility for such pury be agreed to by the ment be effective unless and the Owners agreeing to state of the Public Records of the Public Records. ie right of the Association to dedicate if the Common Area to any public for such purposes and subject to such the members. No such dedication will be unless an instrument signed by four-precing to such dedication or transfer ic Records of Martin County, Florida;

section 2. Easements. Each of the following easement: are hereby reserved in perpetuity and otherwise created and conving favor of each Parcel and the Declarant, its grantees, success, and assigns, the Association, the Owners and others, its grantees successors and assigns, the Association, the Owners and others, its grantees indicated, and are covenants and servitudes running with the tit to the Property and the Planned Unit Development and may not be amended or revoked without the unanimous consent of Declarant, Club and all Owners. conve essors tees, s, as title

- でってり Plat and required | (a)
 d within all street
 d for utility servic
 Unit Development. n Util and es i Polit bics. As bad Right: order to () Ç តែ០ត័ O that forth way as equately as ely 9 may be 0 in Ō ō the
- pedestrian sidewalks, exist, and streets and (b) Pedestrial traffic over, through and proads and streets, as the for vehicular traffic over the planned roads within the Planned ā the same r across Common re across Common re same may: from the r, through: and ac Unit Development. raffic. SSOI the ime For

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- 0 9-11 po cmc ם א rgency (c) Emergency vehicles and equipment any Common Area and the roads and s The right er and s streets ac 0 a11)5S
- the Are Ö purpor er, through and upon a ose of maintaining, re Common Facilities. n all prepair porti c and of any or replaci Common h right to Area for h Common
- maintain said drai eascment and ling lina age ove 411 portio 411 portio 42 community d. 42 plan as may be 43 er parcels a the Drainage. The right to enter over, ons of any common area, for purposes of drainage plan, or modifying or improving be reasonably required including draina indicated in the plat. ھَ ھَ ō
- Othe Tho Ŋ Ō O ther O ហ ement ທ ۳. m any

shown ဓ္ဌ the plat

enjoyment of of his famil property. acco ordance ont of a 60 any tion 3 the g ü Dele by-Laws eas cont ion and Eract the A.

Common

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ARTICLE

ASSOCIATION

unit INC. Flor here ida aft CVC Ç Section vectopment s corporation, which oration rich shall et forth. ha no 11 ot for profit under to fulfill its functions Associat be by G ion ÖR. The operation of WOODS PROPERTY under the laws of pursuant o of the the Planned S' ASSOC: State of provisions HATION F

õ tion la. le lo Incorporat

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Section 4. Powers. The Association shall have all of the powers and duties reasonably necessary to manage and operate within the Planned Unit Development as set forth in this Declaration and the Articles of Incorporation and the By-Laws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires ownership or other possessory or use interest in real and personal property, including, but not limited to marinas and other recreational facilities intended to provide for the enjoyment, recreation or other use of benefit of Owners and to declare the expenses of operations, replacements and may make such covenants and restrictions respecting the use of facilities as may be desired. ion 9

in any parcel in no e Parcel. be appurtenant to and may not be separated from ownership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment, nor may such the making be encumbered or transferred except in conjunction with the parcel to which it is appurtenant. The Association shall have one class of voting membership comprised of the Declarant and other than elass of Planned Unit Development. When more than one person because an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Owner Section 0 f ø Parcel in GREGOR Sdoor: which subject Ü

Secti
Notwithstanding
and repair part
shall not be li
any latent cond
Association. or Section 6. nding the parts of be liable condition 9 duty of the Association to operate and main the Planned Unit Development, the Association to Owner for the injury or damage caused by n of the Property to be maintained by the sed by the elements or the Owners or persons ion rt Ø

Assoc: manne s. except Section 7: Restraint Upon Assignment of Shares and The equal share of a member in the funds and assets ion cannot be assigned, hypothecated or transferred is except as an appurtenance to his Parcel. ij of the in any

Declarant. Notwithstanding anything herein contained to the contained affairs of the Planned Unit Development and to the management and operation of operation of and all decisions of the Association and the Board of the Planned Unit Development and to the management and the Planned Unit Development of the Sales of all Parcels the Planned Unit Development, or until August 1, 1985, whichever shall first occur, or prior thereto at the option of Declarant, in Declarant indicates its waiver of such right in writing to the Association and all institutional first mortgages consent thereto During said period, Declarant shall have the sole and exclusive contra

...

right to the right to the right to the right to the right for the Association of the Association of assessments a Regulations resp ce all actions and do all things in behalf: Development and the Association including the right to make contracts and agreement; into for the maintenance and operation. Development, the determination, levy and the enactment and enforcement of less and the enactment and enforcement. behalf and of R nts nd col pg 0 of g 0 collect. but th beha 50 6 m

Parce. 4 1-Ô ອິທ shall lant ection rt ction 9. Ju. rt j. n Transfer of Membership. H m אל 9 4 ran ัด the of Ass S D ciat ģ

fically and the assessme 1/83 int Section 10. All Owners Equal. Except y otherwise provided in Section 7 of Article Owner thereof shall be responsible for 1/2 ments by the Association and shall have an interest in the Association. as her le IV, /83 of equal each Parce all undivided Ø

ARTICLE IV

Commence of the contraction of t

COVENANT FOR ASSESSMENTS

property, hereby covenants, and each Parcel owned within the eroperation of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an equal 1/83 share of: (1) annual assessments or charges for common expenses, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The unpaid annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against all reasonable costs and attorney's fees (whether for trial, appellate or other legal services) incurred by the Association incident to the collection of such charges or enforcement of such lien. Said lien shall be effective only from and after the time the Association shall record owner's) and the amount due. The lien shall continue in full force and iffect until all sums secured thereby are paid in full. Upon following payment, the Owner shall be enforceable by the Association at its option, either in the same manner provided by law for the foreclosure of mortgages on real property or for the enforcement of special assessment liens for local improvements or as otherwise allowed by law. Each such assessment, together with interest, costs and assessment shall not pass to his successors in title unless expressly assumed by them, but this shall not be deemed to impair the lien for such assessments on the Parcels. Each Parcel and each Owner of a Parcel shall be and are hereby made liable to the Association of all such assessments, except as herein otherwise specifically provided in Section 7 of Article IV. Section the section of a section that the section that th ection The 0 1 l. Creation Declarant, i en Pe owned wit chin the

Section 2. Purpose of Assessments. levied by the Association snall be used exclusion convenience, recreation, health, safety, securresidents in the Property in payment of the confor the operation, improvement and maintenance the Common Area and Common Facilities and the ments. The asserting exclusively to promote y, security and welfare f the common expenses and replacement of the common expenses are the common expenses are the common expenses are the common expenses. lawns and lacement d landsc and Ø C cap Of the of the ב ב

In addit Associat applicat tion tion Section may ç the le: w annual assevy, in any a 1 Assessments for C sessments authorize assessment year, a for the purpose of 9 44 Capital zed abov special ass defraying, 1mprovements assessment ng, in Whole

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or in por including provide fifths or by I eplacer iding : ided th acem ng f d th Stps Strate Sixt an' an' HO 0 0 O a cal a cal such a the v pe as H. M ssessi otes (any al sonal property, or essment shall have es of members who a uly called for this ij nprov Vemo truc ä TT 10. Ò upon y, or have ST of the any. pur 8 " 'n F 0 4 as S Cruction . ing Se. 0 Ommo th coff Are pers Fact. re CJ acili Pa

Under Section 4. Notice and Quorum for Any Action Authorized purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast at least fifty (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (1/2, of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

otherwise both annua for all Pa collected determined Section 5. Unite specifically property of the property of the process of the proc Uni provided herei assessments n shall be an eq quarterly or c iation. of Assestant in Samust be equal 1, other sessment. The Section 7 be fixed at 1/83 thereor convenient Exce
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Due Dates. The annual assessments provided for herein shall commence on the rirst day of the month following the conveyance of any Parcel and shall be adjusted for each parcel according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against cach Parcel at least thirty (30) days in advance of each annual assessment period. Writte notice of the annual assessment shall be furnished to every Owner subject thereto. The due dates shall be established by the Board of Directors and set forth in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether commenc rs shall t least Writte ned ment Q 0f ø 65

Ass 5 Section 7.
ssments. Proviso.
ided for herein fr
he Declarant to th Commencement of Liability of Each Parcel shall become rom and after the date such the first Purchaser thereof. m H rab arc m -- 17 1-00 10 pla 14 for 61 OF 4 14 0 plr nvey smen ed

of the days af rate of action same, caction liabili ne Associati
after the d
of ten perco Section 8. Effect of Nonpayment of Assessments. In the Association. Any assessment not paid within the thirt after the due date shall bear interest from the due date of ten percent (10%) per annum. The Association may briwn at law against the Owner personally obligated to pay to the foreclose the lien against the Property or take any allowed by law. No Owner may waive or otherwise escaplity for the assessments provided for herein by non-use common Area or abandonment of his Parcel. ape e o ring e ty othe عور (30 ر هر عور an the この

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on a Parcel recorded prior to the time the claim of lien on such Parcel is recorded by the Association. The sale or transfer of any Parcel shall not affect the assessment lien. Foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such parcel from liability for any assessments thereafter becoming due or from the lien thereof. In the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure or certificate of Title shall operate to release such subordinate claim of lien. time lien the Ö

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ARTICLE <

MAINTENANCE

maintenance Section se of the the Property shall The be e responsibility as hereinafter y for the provided

maintain, Section rapair a 2. and replace Association. The Association at the Association's expense: shall

- سؤ improvements and personal (a) 1 portions property t s of any therein Common or the thereon. and
- ducts, plum for the fun services to are solely (b) All equipmentumbing, wiring, and other appuraturnishing of water, sewer, drasto the Planned Unit Devoiopmentumber the benefit 0 f ill equipment, comes a other appurtenances a sewer, drainage and content of the sewer of the sew single lot conduit ts, liens, mains, and facilities lother utility where said facili μ. ies
- landscaped areas 0f (c) all (Common A11 of, areas. the lawns, landscaping and

property owned exc repair and and replace at the Owner's expense all portions of the y and improvements and personal property theron as are exclusively by each Owner.

ARTICLE VI

INSURANCE

shal be r with as a Section 1. Public Liability. Public liability ll be carried in such amounts and with such coverage a required by the Board of Directors of the Association, the cross liability endorsement to cover liabilities of group, ő an Owner. as , and Owners

insurance Sectionshall ion þe . Workmen's to meet the requir ement Workmen's espensation taw.

such time to time to insurance ection эd မ desirab Other the Insurance Board of I Directors The Association rs shall de determine carry e from

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the as a ø Common hased Section by the 1 by the Association providing in Area and Common Facilities sha expense ums upon insurance policies insurance protection for shall be paid by the Associ Association

The Association shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Area) without first receiving approval from the Board of County Commissioners of Martin County, Florida (herein the "Board"). The Board, as a condition precedent to the dissolution or disposal of Common Area may require dedication of common open areas or utilities to the public as deemed necessary. In the event that the Association (or any successor organization) fails at any time to maintain the roads, streets, rights-of-way or Common Area of the Planned Unit Development in reasonable order and condition in accordance with the approved Final Development Plan for the Planned Unit Development, the approved can serve written notice by certified mail, return then the Board can serve written notice by certified moil, which notice organa Area Warea property with

be remedied within thirty (30) days of the sending of such notice or in the alternative time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain or to show cause why it cannot remedy such failure within the thirty-day (30) period. If such failure has not been remedied within the thirty-day (30) period. If such failure has not been remedied within the thirty-day (30) period. If such longer period of such notice] either to connot remedied within the thirty-day (30) period. If such longer period of such notice hearing to consider the property within the planned Unit Development and to prevent the property within the planned Unit Development and to prevent the property within the planned Unit Development and to prevent the advisability of the County recript requested, to the organization public nuisance, shall be public hearing to consider the advisability of the county recript requested, to the organization property within the planned of one year. Notice of such hearing shall be sent and shall be published one time in a newspaper of the property development and shall be published one time in a newspaper of the property of the founty for the Board may determine that it is or is not advisable for the County to enter upon such that it is or is not advisable for the County to enter upon such that it is or is not advisable for the County to enter upon such possession and maintenance when followed in accordance with the public or the County any right to use the roads, streets, rights-of-way or Common Area, take non-exclusive possession and maintenance shall not be construed to give to the public or the County any right to use the roads, streets, rights-properties if not paid within the planned unit bevelopment that have a right to enjoyment of the planned unit bevelopment to the properties within the planned a coads, streets, rights-of-way Common Area and shall become a coads, streets, rights-of-way Common Area and shall become a streets, sof lien c forth mann street: which and ch the organiza ights-of-way or d shall demand ation that has rea in failure th notice of more

ARTICLE VIII

USE RESTRICTION

Except as hereinafter provided, each parcel in the pub(r) is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. 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 only one single-family residence, one private garage, and one guest house not to exceed. Forty (40) percent of the area of the main dwelling, exclusive of attached garages, patios and porches, shall be erected on any one of the parcels hereinabove described. Nothing herein, however, shall prohibit the construction or erection of it is expressly understood that such servants quarters shall not be used for rental purposes by the owner or lessee of said premises. If servant's quarters or garage be constructed prior to the main or others for living purposes until work is actually within six (6) or others for living purposes until work is actually within six (6) used for rental purposes by the owner if servant's quarters or garage be con residence or dwelling, the same shall or others for living purposes until wo months from such occupancy. No occupa unfinished homes. All structures and within one (1) year of the building pe occupancy be occupied is actually w shall be per ing ing by servants ithin six (t mitted in completed shall Nothing of

ARTICLE IX

SETBACK AND HEIGHT RESTRICTIONS

adhere C) to the following setbacks a and height requirements:

Parcels on Southerly Boundary of Project:

יבם יכלים ווג	Height -	Back -	Side	Front
י של היים לי	25	30	20	ა 0
•	feet	feet	feet	feet

All Other Parcels

Height	Back	Side	Front
1	1	•	1
25	20	20	40
TO.	Ð	feet	ന

ARTICLE ?

TRASH NUISANCE

refuse pile
Homeowners
same at +1
not h No unsightly cremain upon any parcel ir unsightly objects, other the owner, shall be allow wher, shall be allowed or leve thereon, and in the every parcel shall fail or refusion piles or other unsightly where Association may entered the expense of the owner ipass. tly growth shall be pernel in the PUD(r), and not ther than on parcels uncallowed or be placed or allowed or event that the fail or refuse to keep a unsightly growths or consider. enter owner or o 220 hs or said keep said parcel s or objects, th said lands and r cupant and such the under development by or permitted to remain ä rmitted owner or occupant said parcel free objects, then the refuse pile or O.ff

ARTICLE XI

OFFENSIVE ACTIVITIES

noisy PUD(r) nature : No activity of an offensive, noxious, nature shall be carried on or permitted up ID(r) excepting only such activity made nec uction or reconstruction of a residence or permitted hereunder. d upon any necessary dangerous or improve

ARTICLE XII

DISPLAY OF SIGNS

9 *for sale such sign more signs, mushall not than one ne sign of any nature, may be displayed on a ot exceed 144 square i any parcel inches in o including "for

ARTICLE XIII

OIL AND GAS WELLS

may be parcel structo connec e produced oil or gas l in the PUD(r) nor s ture ever be placed, ction therewith. for the gas he production of, as shall be dug o shall any machin, operated, or ma machiner, or main c operated ery, appli intained (0 thereon ich ŏ or

ARTICLE XIV

LIVESTOCK AND POULTRY

kind cats same pose be o other kept vided animals, livestock, poultry, or insects of an raised, bred or kept on any parcel except dog household pets may be kept, provided that the cept, bred or maintained for any commercial pulded further that the same are not so kept as any annoyance or nuisance to the neighborhood. f any dogs t the 1 purţo

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ARTICLE XV

SIGHT DISTANCE AT INTERSECTIONS

adjacent to where eets intersect. veways hed placed or object ween making 0 may the or including plant two (2) permi such move safely upon pub(r) without a The 2) and six (
itted to rem
a driveway i
he restricti ings movement to remain on any veway intersects a striction is inten without which dange (6) limitation obstructs (6) feet above intended to a streets and i igh+ obstructi above ρ n theret sight love the parcel street eto, line lines road-within apply in and tion

ARTICLE XVI

PROHIBITED PARKING

parcel comments in the view. other com the PUD(r) house ouse trailers, recreational ver commercial vehicles shall but to such temoral of the commercial vehicles as may be necessary to sunless completely screened or al vehicles,
ll be parked
temporary pa
to service a
d or under co or se parking of a residence cover from 9 any

ARTICLE XVII

PLACEMENT OF GARBAGE CANS AND CLOTHES LINES

heaters as 0 ge cans, clothes other auxiliary e ot to constitute е lines, air equipment she a nuisance r conditioners and shall be so designated e to the neighbors.

RTICLE XVIII

MINIMUM SIZE OF RESIDENCE

pose of shall The methe of D(r) shall not be less to se of computing such flow all not be included in the method of obtaining the outside horizontal dimethology. shall The floor loor areas of any residence ere be less than 1500 square feet. If such floor area, garages and luded in the square foot area cotaining the square foot area should a square foot area should a square foot area. y residence erected in this
00 square feet. For the pura, garages and screened porches
are foot area contained therein.
re foot area shall be to multiply
s of the building or structure.

ARTICLE

DRAINAGE

The Crantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights-of-Way or drainage easements, without the consent of the Declarant. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said parcels hereinabove described shall be maintained the same as the elevation of the swales through which they are constructed. Culverts and concrete headwalls shall be required for each and every driveway with frontage on a public road.

ARTICLE ×

SUBDIVIDING

Each Parcel hereinabove described shall not any time be subdivided or sold, except as whole, but this striction shall not prevent the Grantee, their heirs, legal representatives, successors or assigns, from conveying any of the real estate hereby conveyed to the owner or owners parcels adjoining the real estate herein conveyed provided however, the frontage remaining is not less than any of the originally subdivided parcels. conveyed provided, ess than any of the te, but this receives, least legal. C

ARTICLE TXX

RIGHT JO. VIOLATIONS

may be or exist ther the provisions hereo deemed guilty of any ment or removal. enter u 0f breach of Violation of any restrictions and conditions or each of any covenant or agreement herein contained shall ge Association in addition to all other remedies, the right ter upon the land upon, or as to which, such violation or each exists, and summarily to abate and remove, at the expethe owner thereof, any erection, thing or condition, or the owner thereof, and erection, the intent and meaning of provisions hereof; and the Association shall not thereby emed guilty of any manner of trespass for such entry, abate abateexpense or that ght i of

ARTIC IIXX

RIGHT TO ENFORCE

bind able the by Doc and provisions herein contained shall and shall inure to the benefit of, clarant, Association, or the Owner and of a run l be with enforce land

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included to any vi covenant one oct in enfo the de affect covenant here cluded in said any violation byenant herein c f the right to d ne occuring pr ne defaulter, fected proper ed property, in t individual owner' co do so to prior or sethe prior ion or to enforce any restriction in contained, shall in no event to do so thereafter as to the same prior or subsequent thereto. An the provision herein contained so, and shall be collectable, or sperty, in the same manner as proving a shall owner's share of common expendicular owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's share owner's d Planned Unit D n or to enforce contained, shal Development and any restriction event provided expenses Any same same breach Any expense shall be -failure to s, conditi deemed se incurred paid by collection ion object

ARTICLE

RIGHT TO MODIFY

serve the righ waive, change covenants, agr 50%, eac to any parcel of larant and with each er of 0f lot right all agreements Declarant ht in the a or modify shall other 0 or part of said the consent oner lots in the ll be entitled and absolute y any of t and of said sub d Association here, olute discretion at any to vof the restrictions, covortained in the contained in the con the of of 50% in ... Subdivision. cons contain subdivision number irrespective of the any time t 0f conditions owned these the then Art icles

waiving, cha agreements, instrument s All instruments executed for the purpochanging, enlarging or modifying any oss, provisions, conditions and restrict thall be recorded. purposes c any of the trictions c Off of this annulling

ARTICLE

DURATION OF COVENANTS AND RESTRICTIONS

first occur. (expiration of textended for st The foregoing covenants be binding upon all owners, their stitute an easement and servitude in the PUD(r); and they shall be twenty-five (25) years from the d parcel in the PUD(r) or January 1 first occur. Said covenants and expiration of the twenty-five (25) twent of c successive periods of majority of the then cagreed to change them ll owners, their it and servitude i they shall be a covenants and r e (25) 1, e in and restrictions shal and re owners year ten remain of the and restrictions rs and assigns and upon the 1 whole (10) year years each the parcels in full sale of 9 igns bе lands conveyed date which automatically force for the first noqu shal unless for

IN WITNESS WHEREOF, the Declarant has caused

instrument

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Signed sealed and of delivered

CASA DEVELOPMENT a Florida corpora OPMENT LIMITED, corporation

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STATE OF. FLORIDA

COUNTY OF MARTIN

1980, better tively, of Comme known foregoing, an act and deed mentioned, ar corporation, corporation. I HEREBY CERTIFY that before me personally appearent, and A. Great Cac, of Casa Development Limiknown to be the persons desing, and acknowledged the old deed as such officers, before and ly appeared Woodrow Secretary, respection that Limited, Inc., a Florida corporation, resons described in and who executed the seed the execution thereof to be their free icers, for the uses and purposes therein affixed thereto the official seal of said dinstrument is the act and deed of said this Woodrow day

Here C'a signature and official the day l seal at and year last tual aforesaid.

and

(NOTARIAL SEAL)

Ϋ́ Commission Expires:

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CERTIFICATE OF OWNERSHIP AND DEDICATION

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DESCRIPTION

LOCATION MAP

TOTAL AREA . ASHA JATOR

DENSITY -0 94 D.U. / ACRE. TOTAL SWELLING UNITS . 43

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SURVEYOR'S CERTIFICATE

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ME, CHICAGO TETE SUSTAINES COMPANY, 1-67, 67 Enm.

CERTIFICATION

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THING AND BEING IN THE HANSON GRANT. PG. 98 PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA. ALL BEING & MEPLAT OF A PORTION OF BLOCKS 20 & 29, PLAT OF ST LUCIE INLET FRAMS, PLAT BK. 1,

CHECOH WOODS

i He of

701 8/7/33 Irect 4, Block 29, 81. IUCIA IULAT FARUS, boing a Subdivision of \$60 ching of Lot 21 & all of Lote 22 & 24 to 33 incl., Wills of Hanson Tarker	(4) No. Data DESCRIPTION	(3) ENOW ALL MEN BY THESE PRESENTS: That the State of Forda, through the Trustees of the internal improvement Fund of the State of Forda, ander such authority of Section 3 of Caspine 1236, Lowe of Forda, Acts of 1871 for and a consideration of the amount of Trustic, guider subhority of Section 3 of Caspine 1236, Lowe of Forda, Acts of 1871 for and a consideration of the amount of Trustic and Section 1872 (2.50)	WHEREAS, in purpeases of provisions of Section 0 of Chapter 1879d, Lawr of Florida Acts of 1937, title to the bands hereinafter described wanted in the State of Florida and the said Section of said Chapter is subhorized and empowered to sell said hands through the Trustose of the internal improvement Fund of the State of Florida; and [7] WHETERAS, purpease to NOTICE shap given by said Trustose of the Internal Improvement Fund, the land referred to by the Cartificate hereinalized described was estared for sale on the	of the City Stuart County of Kurtin
z IULIT PARUS, ching of Lot 21 & all of lise or Handon 12/40 40/41	See. Th. Rg. Ac. 325.00	the through the Trustees of the Internal Improvement Fued 294, Laws at Florida, Acts at 1857, for and in counsideration of DOLLARS (3 25.00) have greated, burgained and sold, and by these presents do the State of Florida antilang out of said Section 9 of Chapter aigns, in and to the following described land, situate, lying and identified and described by State and County tax sale certifications of the county for sale certifications of the county for sale certifications of the county for sale certifications.	M. Laws of Florida. Acts of 1837, title to the back hereinafter cition of said Chapter is authorized and empowered to sell said to Biste of Florids; and to be Biste of Florids; and the Internal Improvement Fund, the land referred to by the thing and of	Compy of Eurtin Siels of Morids GRANTES

Ctarp affixed)

for State Road Right of Way Two Hundred (200) feet wide, lying equally en ting on the date of this deed through so much of any partel burtle described as

ed from has ento the said GRANTEFSand the if

(Glecalt Court Sost; Record Verified		is bornery entity that the above sed foregoing is a urea and correct at an ed the original as filled for pessed who the	(Boal affixed)	TALLI		CUSH SERVICE		RAL) PROFICES DYTERVAL		
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on com can Bartin com.		\m	MAL EXPROPERSON	OCHENISIONES CORRESIONES	LINEOLIA	TELLEGERA	TETHORIZED	COTEXNOR	•	
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EDUCATIONAL INPACT AGREERENT AND LIEN

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DEVELOPER* 87 G

Plann Netic ---HEREAS, B XI OF Cal Pols er Plorida State of 1975, Chapt fine Martin Colley as require utes, \$235.193, the Local Compreser 61-2466, \$3, Florida Statutes unty Comprehensive Plan establising consideration of the effect on local public school facilities and we and

M C M C M WHEREAS, the Developer seeks to satisfy this contine respect to plat Two Gregor Woods P.U.D., which had beitted for approval of the Martin County Commission, to this Educational Impact Agreement for the payment money or donation and conveyance of land to The Schutilized to offset the cost of providing additional cilities which the parties agree will be required and cessary by the new residential development proposed tweloper; and 16101 16111 16111 23 80 B it (on WHO T -033 7

WHEREAS, the as described in Exh lands as proposed f 000 r developme 9 7 9 70 7 and here to, n iple 50 ä -100

70 m C propo as ap Ö Ö WHEREAS, I 10 mm 3 × 6 edule and method ts utilization as circumstances of d of payments provided the specific the specific 0 0 3 H = " 200 such money ein are agre development T 00 Ä

0.0 Deve 00 THEREFORE Payments hereinaft. 30 386 . 0 10 autual teri 8 C T 000 ₩ <u>C</u> à

- one Sey Developer shall ey or donate land ned in Exhibit "B TO 0. ~_~ § attaci The Ched y S S 0 7 7 Board had 200 9 4 5 18 BO ر ا ا 0000 7 0
- The School Board agrees that pathis Agreement satisfies Section Statutes, the Comprehensive platites, \$3, Florida Statutes, Martin County Comprehensive Plathe educational impact of the public schools of Martin County payment planning planning proposed proposed ty p to ce 4 0 m 0 lorda 1971 Lder 2000 ntion Char W1 th age n of
- Developer shall make soft for the School building permit e payment of hool Board F by Martin C 728 OÄ education to bunty. 70 impaci 70 0
- The School B as is paid b appropriate Records of w Board shall acknowledge receipt by the Developer when paid, and a Release, suitable for recording Martin County, for the particul which the fees are paid. t of a 2242 0 0 0 money an Public

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approval

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Board o Martin County, this Agreement 9 che

3 CHOOL BOARD 0 MARTIN COUNTY, PLORIDA

Ames Navitsky, Secre

Special (Line

developer:

a Florida Sepporation COMPANY

BY: SACK A. MACCONALD, PECAS GAME

"CORPORATE SEAL"

m::1165

COUNTY OF P MARTIN

Bchool CKNOW-

(MOTARIAL BEAL)

Notary State A bross 200

My conmission expire 17 Parida 17, 1990

For Individual Developer:

STATE OF PLORIDA COUNTY OF

day of The foregoing instrument, 1987, Yd was acknowledged before . this

Notary State Public of Florida Large

(NOTARIAL SEAL)

conmission expires;

Corporate Developer

STATE OF FLORIDA

200 P The truction foregoing instrum truction company, A. MacDonald, the President of Ocean lorida corporation, on behalf of the

Developer

STATE #

TE SOR TUN

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day of

Partna: ahip.

My commission expires; Public >>

961

BOOKS THE STATE OF FLOORS

furegoing instrument was 2 acknowledged before

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thim

(NOTARIAL SEAL)

Rotary Public Btate of Florida at Large

commission expires:

757 NJ 1166

EXHIBIT "H"

ARTICLES OF INCORPORATION OF GREGOR WOODS PROPERTY OWNERS' ASSOCIATION, INC.

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EXHIBIT "H"

ARTICLES OF INCORPORATION

OF.

GREGOR WOODS $\widehat{>}$ Corporation Not PROPERTY OWNERS' ASSOCIATION, For Profit) INC.

Statutes, corporation: certify they t.he compliance have the forming following undersigned voluntarily with corporation as t.he t.he do associated themselves requirements hereby Articles not. make, for of of. profit, Incorporation subscribe Chapter and together 617, and do of acknowledge hereby Florida for

ARTICLE I

NAME

OWNERS' ASSOCIATION, Association", name of or t.he the INC., corporation shall "Corporation." hereinafter sometimes be GREGOR referred WOODS PROPERTY as the

ARTICLE I

PRINCIPAL OFFICE

33308 located The at. initial 2744 East principal office Commercial Blvd., of the म .† Association Lauderdale, will Florida

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

designated registered Lauderdale, P t.he CARR initial agent. Florida 33308, whose of registered this address Association, office is S. hereby appointed 2744 ЭO East Commercial and his the Association. address ŗ.

ARTICLE IV

PURPOSE

This known Gregor Woods regulating or recreational the of facilities, capacity ion, and the other land benefit. such providing adequate Association certain responsibilities as with other things, interest Declaration shall Island State certain Declaration and "Gregor Woods." additional owners possessory as the real use enjoyment.) of facilities (the a and such lands activity within of Florida, Corporation 0f property of Declaration; to all and/or in Gregor بر ن "Declaration") t.he its ;÷ owners establish organized use lawful of other means Martin County, granted to members; amenities personal and (whether owners į ts interest), the have 1 t s Woods All ("Declarant"). thereof; activities proper of members Gregor Woods By-Laws, and terms t.he ö .†0 acquire, Covenants association; property in for therein; Ьy either μ. ;+ serve and methods exercise same meaning herein designate maintenance fee of as used herein which the as Florida, for providing these а as the ب. ۳. now hold, maintenance simple purpose and Restrictions corporation of The may the through all has that. and to th is promoting, Articles convey as instrumentality Declaration by Roatan Ltd., deem of: benefit, ownership, power or of. and promoting corporation's t.he Gregor will the acquisition otherwise may deem proper controlling and of said and and otherwise under lands are O. as assisting, be impose discharge Incorporatherein leasehold defined t.he shall land i n conv laws and

ARTICLE V

POWERS

Уd t.he The following provisions: powers of t.he corporation shall include and be governed

conflict powers with The corporation 90 t.he ಎ terms corporation of: shall these have not. Artic for all les profit,) and, the ,<u>.</u> which common addition, are law and al 1 of

.the powers applicable set. forth law. in the Declaration, which are not. 'n conflict

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- but. not. ssary 2. limited to The implement corporation shall the t.he following: purposes have of all the 0 corporation, the powers reasonably including
- To otherwise accordance with the nection acquire lease, transfer, improve, with dispose (by gift, t.he build affairs of Declaration. real or npon, purchase dedicate of operate, the personal or otherwise), tot. corporation, maintain, convey, public property 'n con-
- <u>.</u> ation, nection therewith and Association. charges levied incident terms of fix, levy, collect means, including the Declaration; .†0 all charges t.he or conduct. all imposed against licenses, all office and enforce or of assessments to pay the business taxes and other all expenses in conpayment the 90 pursuant property of governmental by any the Associexpenses to the of law-
- 0 use powers the and proceeds duties. of assessments <u>;</u> t.he exerc of
- d. (2/3)sonal trust ncurred. borrow money, and with of property S hypothecate members, as security any ċ0 or mortgage, t.he for money all of consent pledge, įts borrowed of two-thirds real deed or or debts per-
- Ð Common Property dedicate for provided such sell ö purposes j.n or any public transfer the Declaration. and agency, a][subject or any authority ö part. such condiof
- Щ To purchase property and insurance pursuant .†0 nodn the all Declaration. the Association

- o reconstruct improvements and to further improve noqu the its property. property after
- <u>ب</u> respect promulgate , t.he and use amend rules of its property and regulations with
- յտ. time. Declaration, enforce, by legal means, as t.he same may the. ხი amended provisions from time of the .† 0
- Articles enforce, by legal means, regulations the By-Laws for use of of the the the corporation property provisions and the of: thes rules
- * required employ for such proper personnel management ċ, perform the of t.he Association servic

ARTICLE VI

MEMBERS AND VOTING RIGHTS

Ýф members membership and qualification shall be as of termination follows: the members, of such membership, t.he manner of their and voting admis-

- corporation Public membership or be Records Until entitled their shall shall be of Martin assigns, such od ÷ t.i.me entitled cast comprised of each County, as one t.he of which 6 (1) vote vote. Declaration Florida, the Subscribers, Subscribers on all the shall matters membership of be e or these Artihis recorded ij which the assigns, among
- automatically parcel "Parcel"), including the therefor for simple of subjected to the Martin а After the S. deed not. title become members Declaration) t.he County, <u>بر</u> م intended (or recording t.he in Florida, office Declaration Declarant t.he . ö of include of the any of case evidencing the the Parcel, and contract of the Association (hereinafter Declaration, persons Clerk γd Declarant, o f such ηC the filing of the npon sellers, ownership. entities the referred Circuit upon acquisition owners who shall the Court. of ည သ each Ø in of

an obligation. shall interest are no members longer merely Upon the 0 f be the a S members recording of security corporation by virtue for by virtue the the o f Declarat performance Paragraph 1. of ion, Paragraph 0 f the an Subscr above ibers

- which may property the Declaration, to Declarant give the rise Declaration and upon has ç ь additional designate reserved the the memberships right basis the submission to of submit in ownership the of additional Association property therein
- the such Dec operation simple based laration. parcel time feree interest 20 Membership o f from ownership conveyed) his the Membership law, at interest in the member shall which shall parcel shall be transfers s H of əd time automatically any transferred and/or compulsory upon the parcel appurtenant or which membership conveys which and ь́е automatic shall conferred upon o f rs S ţο (with conveyed record subject and may continue membership respect his not ф the the until ťо
- properties, shall authorized in any corporation be manner for The adopted herein, the funds interest except cannot benefit and in o f the assets as эd of an മ assigned, Declaration member the membership appurtenance o f the in hypothecated corporation the and to funds and in his the for and shall parcel. ٥r By-Laws the assets transferred purposes held which The
- one vot themselves required interest vote (1)be 6. vote cast for for in any Each member determine, such membership. for with Parcel, éach Parcel shall be respect o f but Parcel the a11 When more n, to O such persons Association shall no in which event such exercised than he shall Parcel one shall holds more a S person be be the they entitled than members interes among holds such and

ARTICLE VI

BOARD OF DIRECTORS

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unti and next ç Until Directors conveys in membership his succeeding Association, the appoint accordance conveys not successor name The succeeding (whichever such August By-Laws. 0 f of be affairs and unt (hereinafter Directors 4 that one O f Directors record the of מ ime 1, post ยธ member with the s L record the the ลร person. 1985 the Thereafter, shall o f appointed or Association office the person, the the date shall same 0 f (whichever shall a11 rst last first sometimes Declarant, method the Association. Association npon The shall annual address proper be 0f and be occur), succeeding Director increased the which provided elected shall elected the эd shall ÝУ election referred of his property constituted Declarant subject shall as the elect the heirs first appointed by and Уd Boards to set for Declarant person members meeti t 0 be λt the qualify ťο owned forth hereinbefore, in. or occur) ลร the shall managed the o f Directors from the ng assigns, who the (3) Уd aṇnual of 'n Directors Declaration, transfers are By-Laws have the will time the it, "Board") the members уd s S Decla transfers meeting the Ь О Board manner as to serve follows 0 f and August provided time. right or and shall 9 and

A. G. CARR

2744 East Commercial Boulevard Ft. Lauderdale, Florida 33308

ARTICLE VIII

OFFICERS

and, of Д res Directors igned ident under Association. б and the fic them ļ ςı direction Secretary/Treasurer. bу accordance the the In By-Laws addition, o f corporation with the Board the The the By-Laws shall No 0 shall Fh Ηh ices 0 Ēħ be ficer carry out of the shal elected may need corporation consist provide λq bе those the þ member 0 f dut Ō

t.he Directors as such elected next. ayents are pleasure Commencing and shall annual as offi qualified. supervisory personnel follows: see cers of the meeting with fit, will t.he none Declarant of The be t.he first of elected annually names whom need Board regular until the of or employees or t.he until be members meeting of officers first. to hold their of election who the of the successors office the corporation Board уд 6 corpora until serve of are

A. G. CARR

President

4

A. G. CARR

Secretary/Treasure

ARTICLE IX

DISSOLUTION OF THE ASSOCIATION

dissolution consolidation Upon creditors dissolution shall ٥r merger, be and payment distributed of. all the of Association, of 1 t.s ij all costs the assets following manner: other remaining and t.han expenses after incident 0 provi such ö

- of other dedication, Director governmental authority There provided of shall the Association to t.he be dedicated authority any property ťo þe ž: any willing appropriate applicable determined ċ. accept. for municipal уd such t.he t.he Board
- with each subject <u>i</u> t.s members' ö voting Remaining the share limitations rights. asse of the S.T shall set assets forth be o, distributed be below, determined as among the tenants in accordanc 'n members common

being recommended after Statutes bу Association may and, all receipt of ίť Section the voting such decree o f γd 617.05 be än a11 appropria dissolved rights be of or necessary t.he statute jo noqu members decree the b 90 at. **Λssoc** resolution ß of as the imilar t.he à set. time tion Board forth import, S of to member t.ha dissoof

ARTICLE X

BY-LAWS

of γd Laws convened meeting meeting. members orporation may propose t.he b tten the appoint. ected foregoing, so may majority act Board, By-Laws t.he joinder specifying be original þу of nodn Notice t.he amended, members t.he further Directors and of the will such Board and Declaration of may be long By-Laws thereafter the prov be proposal present the consent. Board of altered o f of as Declarant effective proposed change members waived by an ided Directors of the amendment or or by or at. that submitted to the this Directors Association, amendments and rescinded by i t.s without any Association proxy, provided there the 0f approved by a next meeting. S. to the Board, t.he member. notice the Ω F.. at. Declarant's Association, given thereto, any and owner a o f members shall duly thereafter ۸ny resolution such ŗ.) o two-thirds 10 t.he and the member called meeting Notwithstandin be any property meeting express at. ı. S no adopted notic any entitled of amendment. adopted t.he Board 0f duly (2/3)t.he Уd

with each t.he tion amendment. t.he ε o O amendment. certificate 4: amendment. Articles t.he was formalities shall of. shall be made duly shall be Incorporation or adopted Ьe attached of executed t.he as ţ.o ö execution an t.he γď ø amendment the certificate, By-Laws t.he Declaration. of officers Ð that Ċ. deed t.he certifying of s. By-Laws ij t.he ⋗ conf. сору Associ of

ARTICLE XI

PROHIBITION AGAINST ISSUANCE OF STOCK

AND DISTRIBUTION OF INCOME

stock, corpora income, This nor tion <u>Ļ</u>. however, corporation any, shall of. compensation ċ this shall its corporation distribute shall members, directors be construed never in Ø reasonable have Ċ. or prohibit or issue amount. officers. any any t.he part. .†0 payment shares of t.he Nothing members γd the

directors herein permitted be or construed to or Or distributions officers Ьy Section for prohibit 617.011, to members services the Florida corporation from of benefits, Statutes nor shall monies making anything or prope

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ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

þ which including indemnified by vided that guilty except. quorum consisting of settlement fication Corporation. Di addition ceedings. Director connection icati Every of ٦. seeking hereunder .†0 or counsel such cases wherein wilful or Director in the and reimbursement herein The and Officer become with Officer Such approval shall be made the foregoing such not. misfeasance fees, event shall any proceeding to which based upon Corporation against and involved, exclusive may directors reimbursement a . every reasonably apply of be the right any claim entitled. t.ime the Director as in the by reason only മ Officer of of who settlement by being all such indemnification incurred by or. įf were performance for of other indemnification, 'n the all expenses and expenses of no t the the reimbursement γd or Officer Board he his rights parties Corporation a majority interests t.he may be or being of his duties; are approves Director imposed shall ö ċ incurred ש or بر S which party, or the such proof having liability, be vot.e ad j udged shall such npon indemnior indemof or C him been proin

ARTICLE XIII

TRANSACTIONS Z MHICH DIRECTORS OR OFFICERS ARE INTERESTED

or $\quad \text{and} \quad$ Directors organization more an y of other 70 or 1.1.5 contract ij Officers, corporation, Directors which or one or transaction 30 or have partnership, association, Officers, more g financial of between its or between the Directors interest the Association or Association trust. or other and one

because invalid, director contract contract meeting that. the of: S void, or or. t.he votes t.he director transaction of transaction, director or t.he Association are voidable Board or counted for or officer or or officer solely shall solely Committee s, incur such purpose. for may present because this be interested thereof liability by at. the reason, cr which officer's No director participates or reason authorized j. solel any or such of the or

Directors rmininy Interested or C t.he of. a presence committee officers of which Ø and quorum directors authorized at. a meeting may the be contract of count.ed t.he Board or 0f

ARTICLE XIV

SUBSCRIBERS

Articles The o f name Incorporation and post. office are as follows: 0 f t.he Subscriber these

NAME

POST OFFICE ADDRESS

A. G. CARR

2744 East Commercial Blvd. Ft. Lauderdale, Florida 33

ARTICLE XIII

AMENDMENT

t ine this and approved by ciation approved any vided property γd Association These however resolution adopted called at į'n οf two-thirds Articles writing affected a that. present vote least of Ьy SO (2/3 rds)γd of Incorporation may t.he OF. long 'n a t t.he two-thirds part t.he by a majority of the members any meeting as Declaration of Assoc .†0 Declarant t.he of consider (2/3rds)total this of the members ဗ္ဗ or is owner membership no Association such amended from ٦. S of entitled Board of the members amendment, of any Lot vote;) ťo t i me Directors the Assoappoint or proţ, no t or

express written joinder and consent. Articles of Incorporation will be effective without Declarant's

TICLE	
***	× <

DURATION

The term of the Association shall be perpetual.

Notary Public
day of, 19
official seal at, Florida this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
executed the same for the purposes therein set forth.
ASSOCIATION, INC., and he acknowledged before me that he signed and
foregoing Articles of Incorporation of GREGOR WOODS PROPERTY OWNERS'
the identical individual described in and who executed the
appeared A. G. CARR , to me well known and known to me to be
BEFORE ME, the undersigned authority, this day personally
COUNTY OF
STATE OF FLORIDA
A. G. CARK
<u>, </u>
, Florida, this day of
IN WITNESS WHEREOF, I have hereunto set my hand and seal at

My Commission expires:

EXHIBIT "I"

BY-LAWS OF GREGOR WOODS PROPERTY OWNERS' ASSOCIATION, INC.

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C	VII MEMBERSHIP AND VOTING	ARTICLE
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-	II PURPOSES	ARTICLE I
_	IDENTITY	ARTICLE I

EXHIBIT "I"

BY-LAWS OF

GREGOR WOODS PROPE RTY OWNERS' SΩ SOCIATION, INC

ARTICLE I. - IDENTITY

- OK " RS' A > > 1. The nASSOCIATION, ociation". name o ၁ : m th he H F O O coina Fix te H H а refer is GRE Ö GOR as WOODS PROPERTY
 the "Corporation"
- Comme H a ï. 'n 2 2. The pring Boulevard, inc l, F ipa 't. al office of Lauderdale, • m the Flo Con 3 3 ت ج Tation μ. ິດ 2 7 4 4 [T] $\tilde{\mathbf{s}}$ ċ
- DК) i e F ãđ tor κò such The for ٠. iscal ye a уе ar o Ť the Corpor as shall be cation adopted sha n I.I by be the the the ca Board alendar 0
- Corporation, fit", and the follows: the 4 ٠ The the уе ar wor ar o sea œ. m of the Corporation "Florida", the word incorporation, an i words impress shall bear s "Corporati ion 0 cion Not the name S Or 0 m рr the

cion") of shall 5. As under the coverants λs used and mean the here Rest same oin, te triction e here tions tions erms н def. fined Grego in or ' Wood tha S C certain (the "De Dec Declar

ARTICLE II. - PURPOSES

its members; granted to it its Articles to acquire, he property in the state of the providing benefit of activity we facilities sessory us of property regulating such other means and methods its members; to exercise and deem the ion; civity wi n; and to benefit, members; t roper Öf use within Gregor les (whether by use interest), adequate Thi all use his Corporati owners in Gr use of the an this hold, of use, old, convey and otherwise engage ឧធ uate and proper
owners therein; exercise all powers and s a corporation under the Incorporation and those convenience ation is or Gregor Woo amenities Woods fee si simple owner maintenance ds as it may d otherwise deal with and otherwise deal with a capacity as a property of in such additional lawful ce and enjoyment of its members. Woods for the pries therein; of maintenance of in; of providing powers and discharge on under the laws of (through the of providing and promoting recreational rough the acquisition of land and le ownership, leaschold or other postenance of the land and facilities, and it may deem in the best interest of wers and discharge all responsibilities under the laws of the State of Florida, nd these By-Laws, and the Declaration; herwise deal with real and/or personal capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity as a marking capacity and the promoting recreation of land and capacity as a marking capacity as a marking capacity and promoting recreations and promoting recreational capacity and promoting recreation of land and and capacity and promoting recreation of land and and capacity and promoting recreation of land and and capacity and promoting recreation of land and and capacity and capacity and promoting recreation of land and capacity and capacity and promoting recreation of land and capacity and capacit to serve as the instrumentali he purpose of controlling and of promoting, assisting, and e of Gregor Woods for the Je of j rad lawful membe and/or owners ac ers associa-vities for s it may for $\dot{\mathbf{T}}$ 4

ARTICLE III - DIRECTORS AND OFFICERS

A. Directors

Board of Directors Corporation, its s conveys of record such additional pr Declaration, the B shall have the rig Board of Directors have the rig of Directors Directors. right property. Board successors The affairs of the case Until such time ล<u>.</u> cessors or assigns (the "Dec l property subject to the Dec perty as may subsequently be and shall consist of one (1) | to appoint and remove at wi Corporation ឧន to the Declaration, in uently be subjected to Roatan Ltd., a C (the "Declarant") 1) person, will the shall ხი Cayman Island) transfers a on, including ed to the and managed ayman Is Dec. laran of the sland and ä rt

- т в в в 0 0 10)r \vdash \bullet ă prope increa terms g ᡤ o r n 0 0 + 0 2 mΩ 4 Ω date up subject to three (2) upo ject thre he to te (3) Œ Ē fir rst a hich the ers, an വ annual med Declarant Declarati and thence ם ם l moeting of arant transfe ration, the nenceforth di ٠. ers and number irector: member S က conveys of Direcs s shall ! i mmc di 99 ctor ate Ð <u>1</u>у ile Se . ემ à te e Ō a ا به
- be wri (3) ele O. it H persocted. rom рr 0n à is in the lo f н eceiv Dir J (D) ec nl 'ing 0 44 ss t rs shall be elected the annual meeting, s dispensed with by the highest number ing, by nber unanimous of votes 0 0 and cu O vo)te ഗ consent shall be : No be H be \exists de iion had ã The lared γd ha o.
- 4 감 ē $\mathbf{\Omega}$ ha be no Ω nmu à 4 . Œ 0 (+ ٠.
- ന വ nnn æ Ē 0 4 1 a H to to Œ 0 ᠮ 4 j. . . ng r s < æw 0 F Fi Ci ດ່ 3 O embe Ö in de đ shall ed he m \vdash re oa b ji. Ō Ξ. ġ. Ė F- 0 **—** n O Ωi. н 90 ×Ω t the Ö Н ທ occur remai ם ה ing Ing <u>م</u> 5 between directors
- Dir pla whi mee 000 5 0 d -ng (+ tors and the ſΩ マス ۵ shar time C U σ we 111 bе Ö The as æ nec lec õ yanı held v shall bv ected, a vcessary. izat | wit| | be .zati with be f ional lin to fixed d no en l by fur m me y the g day dir dir 0.00 100 187 ce ct Ö -n 0 OR the cs a vly eir the the t ġ ect ect me gan H- 0 **-** 0 ed B ion etin во ng tio a t Bo 7 0 0 uc o ゴボ
- sat bur the S ion for sement author for 7. ~ hi; μ. serventio O of ex P- 13 recto ices kpens the ses : s p nall lirec susta ard. HAK ne ä, O Ĕ. .ve 4 0 or bc shal him a S H O ხი ល = such, c itle ent - H Q in C -inc ed to to ur ĸ Ω Ø dwo: ä ര്
- ∞ Z 0 Ω. μ. н ec 6 Ħ ā O à ۵ ō a ∄ emb ō Ц 0 Ė \leftarrow 5 ര >ín ហ 0 a Ċι 4

B. Officers

The executive officers of the Corporation shall be: a President, a Secretary/Treasurer, and such other officers as the Board of Directors may appoint. No officer need be a member of the Association. The officers named in the Articles of Incorporation shall serve until replaced by Declarant or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board, the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Declarant retains the right of appointment of the Board of Directors, no officer appointed by the Board shall serve the Upon the appointment of an officer appointed by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board officers, as the case may be, in writing to Declarant. Declarant shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said names or names. In the event Declarant fails to act within such time period, such failure shall be deemed approval .on 15 C m -

C. Resignation, Vacancy, Removal

:ime :ake 9 0 or e t a mo oy in Any nst fic fe. ש ã y director of trument in we color therein, at the time. The accept The ive or o writ; and ne of ptance offici iting. id if a f rece ice of f no m pt Resign ĸ esignation time is some the large state of the larg the Corporation tions shall to s specified, e President cation shall r may take , res or not may resignate resignate resignate sign a fect a ations etary of necessary 0 dshall of the ary to ō

such addit ration. S ing the da last of th occurring members of person who all be nveys och addi When a vacancy occurs on the Board of Directors, the vacancy of filled by Declarant until such time as Declarant transfers and of record all property subject to the Declaration, including Iditional property as may subsequently be subjected to the Declarant Subsequent to the annual meeting of the members next succeeded date upon which Declarant transfers and conveys of record the the property owned by it, as set forth hereinabove, a vancancy and on the Board of Directors shall be filled by the remaining of the Board of Directors at their next meeting by electing a who shall serve until the next annual meeting of members. ncy and

approves the a Board of Direct shall forthwit officers, as the shall approve (20) days after Declarant fail be deemed approve approved unexpired
Directors
right of a dx ec or red red ors rs and shall qualiff appointment of the er shall serve the s the appointment. Directors pursuant the as the rove or after refails t approved Ø :erm $\overline{\Box}$ intment of the Board of Directors, no officer appointed appointment. Upon the appointment of the name of such newly appointed of Directors the case may be, in writing to Declarant and Declarant or receipt of said name or names, and in the event coved by Declarant. S or has to next Vac cancy o ă i, th ting succ ã curs in m an Lect 0 office shal ing a -0 for <u>⊢</u> a eason befor shall D he 0 to Ħ

remo heard direc. notic such ship such the any thi ity cal Any part moval members provided vided, however, that remove p shall not apply so long abers of the Board of Directal of such officer or directal meeting of members, and restances in the manner process of special meetings. .led ect mee Œ 0 or S seting in the manner p s of special meetings. or whose removal is so In addition, during retains the right of ors, any officer or men re <u>بر</u> socia the son, e of the full Board of the least in part for the cer or director may be son, upon a petition is contaction approved at the purpose, by a two however, that removes that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that removes the purpose that the purpose the purpose the purpose that the purpose that the purpose that the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose the purpose th t 1 Any of the tleast 0 fi fu in icer may be removed with or without cause Board of Directors at a meeting of Directors at a meeting of Directors at a meeting of Director may be removed with or without cause or may be removed with or without cause oved at a meeting of members called a by a two-thirds (2/3rds) vote of the at removal without cause, by a vote of the so long as Declarant has the right to of Directors. The petition calling for director shall set forth a time a s, and notice shall be given to all monting provided in the By-Laws for the petition call manner provided in the By-Laws for the may ng the post of appointmember ause by ause gs. At sought It any such it shall be period of pointment of the Boy Declarant t of the Board cant at 1 meeting, t given the time durir or without ca a meeting of considering ch or without of hi during whice members of Directors his discreti n (10) days hws for the ng, the offi office:
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ARTICLE V - DUTIES OF OFFICERS

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- financial trapreceding year and business and each annual meeting, an financial transactions ut meeting, and annual budget O deliver to all tions ing year. He shall make a siness pertaining to his a , and make all reports re budget, and present if to 3. Supervise the keeping of accounts of all ns of the Corporation in books belonging to the (r such books to his successor. He shall prepare of the members of the board at least ten (10) dall meeting, and whenever else required, a summary transactions and condition of the Corporation from e a full and soffice to the required by to the Board Board to the members _ accurate .aw. He cts. shall propare consideration. report ಎಕ the days ry of rom C on mat Corporation, and distrik and distrik and prior to annual the te the to
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ARTICLE VI - MEMBERSHIP AND VOTING

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transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership (with respect to the parcel conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to the Declaration, except as otherwise set forth in the Declaration. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a parcel in Gregor Wood only as the security for performance of an obligation shall be a member of the Association. Declarant has reserved the right to submit additional property to the Declaration, and upon the submission of therein which may give rise to additional memberships in the Associatransfers or conveys of retransferred and conveyed I membership (with respect be conferred upon the transferred up property to the D therein which may tion. ng nit nig Cour , o so Membership ct in and Ž 101. shall Martin County, hall continue u deed cont ord hi unt he office of y, Florida, until such torest, or lof law, at such rida, evidenci such time as , or his inter (.]; ing the ល me ត្ត submi of ion. .1y Woo ec Ġ T à S

- as de entit requi inte no such parcel iterest in a uch parcel so event so lefine tled lired prest nt shal and a ed in in Paragraph A of the Association one (1) vote for each parcel ir or membership. When more than or n a parcel all such persons shall shall be exercised as they amore than one (1) vote be call a vote shall not be divided into D) one this provision. Each member shall be each parcel in which he holds the intern more than one (1) person holds such persons shall be members, and the voted as they among themselves determine, be (1) vote be case with respect to any superdivided into fractions. _. 0 on shall be aln. Each member n which he holder ne (1) person member he holds) Se vot owne te for but M н ø Ħ ຜ in
- they shall naming the tificate and the whether t by hus filed for s meet ment apply ing there husband led with led with said proxy nt has ing ce i ing the person authorized to cast votes for said parcel. If the part of such owner(s) shall not be qualified to vote the vote of such owner(s) shall not be qualified to vote shall and wife as tenants by the entirety, no certificate need with the Secretary naming the person authorized to case votes said parcel, and either spouse, but not both, may vote in person oxy and be considered in determining whether the quorum required has been met at the meeting of the members, unless prior to suring, either spouse has notified the Secretary in writing that is disagreement as to who shall represent the Parcel at the members. in the Is ω <u>-</u> to case votes vote in person quorum requi that t the need vot a p ning O a be er e1 Ġ

ARTICLE FITTY S ı MEET ING Ŝ CO. PE ñ IAL MEETINGS QUORUMS ש ROXI

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 'y calendar year subsciation by Declarant. In the meetings shall be point from time to time. In a of directors and the sacted by members.

 A. Calli ry appointed by o time. The rs and the members. subsequent January Mee quent ...

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- Election of Directors.
- h. Unfinished busine
- i. New business
- j. Adjournment.
- written request from mer the Lots subject to the special meetings shall I taken as stated in the I ec or 'er request fi illed from y the President or b t be called by the s rom members of the C to the Declaration. shall be confined to n the notice of meet t S pec 12 Meeting sident o Meet meet ngs s: Special Meeting
 r by a majority of
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 n. Business trans
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- Proxies must be filed with the twenty-four (24) hours prior to and entitle the holder thereof the grantor, such revocation to until the death or legal incompany. т. Pr Lled oxie incompetence D S •• Votes ne Sec to vote uno be filed Secr the may boretary of grantor eting. until эd ntil revolution with the e ca of ast the t in person or by he Corporation at A proxy shall be revoked in writin the Sectretary, > be ting by at proxy least valid
- at major jority of proxy, the annual ty of m may but 5. Quor mal meeting o adjourn the members the Quorum: A quorum for the transing or any special meeting shall total votes being present, eigembers present at any meeting at the meeting to a future date. transaction of shall consist t, either in p ing although late. per les m 0 f busine son ы an 0 S ດ
- ans o Laws 0 before ote such d+ es 6. Voting Required to make Decisions: When a resent at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question the meeting, unless the Declaration, the Articles, the or any applicable statute provides otherwise, in which exprescribed by the Declaration, the Articles, these By-Laystatute shall control. hen a d nese By hese brought

B. Directors' Meetings

- Directors annual med Directors shall be hel annual meeting of the a schedule of regular tors may designate. R irec Annua r meetings to be Regular meetings ld immediately -Mee rt meetings ing: The Board to be held The following Board of [may annual of Directors may establi at such place as the dir be held without notice. mce the adjournment of dire 0 7 0
- α Spec dire ime ac rectors may be ch director to ecial meetings rectors. All no me and place of $\dot{\Rightarrow}$ be to not of may also otices of the meet be delivered by Special Meet called by the ഗ meet ial vered by telophone, mail be called on writton ref special meetings shall sting. Mee etings: Speche President, pec ial on tten request shall state n three mectings o three (3) mail or in o f person. of two the day the purpos not iar in Q Ð 0 O Fi
- a majority of the directors shall constitute a quorum fo action of business, and the acts of a majority of the disent at such meeting at which a quorum is present, shall of the Board of Directors except where approval by a greis required by the Declaration, the Articles of Incorpor these By-Laws. At any meeting at which a quorum is not presiding officer may adjourn the meeting from time to tany such adjourned meeting, any business which might have acted at the meeting as originally called, may be transation. such adjuded at the notice 10 l by a greater of Incorporation might have be transa orum for the tr the directors , shall be the to time, and thave been trransacted with en tran: withou numbe tr ä acts mber pre an SH
- a C onst y signing onstitute quorum. ind the nd 4 t. The joinde concurring in esence 0 **T** in such r of f a Direct e minutes Director tor of fo in the that mu the action meeting spurpose of n of shal of d 0 H a me Ö eting

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- a. Calling of roll.
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- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

ICLE 1* - NOTICE

- to the member Proof (not to giving ice, ce, at least ten (he meeting. Such ner at his address of of such mailing on the notice. ທ shall рe **Λnnual** served up ten (10) Such not l Meeting: V as it shall (10) days, an notice shall ьe appears Written r mailed given and no iled to each member entitled no more than sixty (60) he hand delivered or mails on the books of the Assoren by the Affidavit of the he hand notice 0 the annual mailed mailed to ea Association. the itled to days meeting person лď prior each 0
- members served 1 (5) days upon or ŝ stating and not mailed Special more time, place ind to each member en Meeting: Written object of such rentitled to v days, not tice of prior o f vote, ລ mcet special meeting c meeting shall be te, at least five to such meeting. to 0 н
- members without from meetings C waiving Waiver not Nothing ofice of herein is meetings o me or tο act ექ construed to ing by written prevent þ greement

RTICLE * - PROCEDURE

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ARTIC LE TX X ΛS S ESSMENTS AND MANNER 0 щ a OLLECTION

A. General Assessments:

to time fix and determine the amounts necessar expenses of the Corporation. General expenses expenses described in the Declaration of Coven and any other expenses designated as general edirectors, under the authority and sanction of The Board of Directors has ine the amount general expenses by the the necessary Covenants y to pay the goshall include ţο the to and and Restriction Declaration. shall general from Board me 0

agains tion, a Board oments. O D Th CT and D 5 Funds uni irec shall be uniform a rectors s ეძ rato shall the ಎ e payment lich agai and not against each l in accordance ot transfer the of general parcel so with the power expense the Declaration. shall be Declara-The 200 esse ເກ Ø

tion, in which event the Board of Directors may increase or december of such assessment and make such adjustments in cash otherwise as they shall doem proper, including the assessment of the member of a percentage share of any deficits. Notice of all clin assessments shall be given to all members. When the Board of Directors has determined the amount of any general assessment, such notice shall submit a statement of such assessment to each which the assessment shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. General assessments shall be paid by the members in advance on a month basis, quarterly basis, semi-annual basis or annual basis, as Board of Directors may, from time to time, direct. General as ments are payable at the office of the Corporation. than tion the a he 1 ma sums whic Gener tes 0 ĸ equire the ลรร Board id t SUSSING sments are ard of Dire to meet the e Board of ssment and are n Direc t the neces ectors e cash S and requirements ily made upon project may be in excess of the Coguirements of the Cos may increase or den adjustments in casding the assessment ts. Notice of all costs. may 1 y due, general a monthly as the ssmen in cas Board sment each dec Со change or 0 f 0 h or ons. eas es es es S S نو S H O S а Ħ

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increase or decrease the amount of assessments and make such a seessment of each mcmber of his proportionate share of any special assessment to each mche Board of Directors to all members. When the Board of Directors special assessment to each member. Such notice shall assessment to each member. Such notice shall assessment to each member. Such notice shall state the upon which the assessment is due, 30 days thereafter the assessment paid. Special assessments are pavaking of the Corporation.

C. Failure to the member assessments are pavaking the corporation. date offi as ci to of men men inc bear noqu spec ŏ such te the dat at tatement tο be the de ທ່ ad requir S and give m ljus amoun may just he ıte Ite Ö

reasonthe co lays Boar From or the onable collec corpor 2 0 ınd 0 In the event an assessment is not paid within thir the date it is due and payable, the Corporation through the date it is due and payable, the Corporation through the confectors, may proceed to enforce and collect the and delinquent member in any manner provided for by the difference by-Laws. Each member shall be individually repayment of assessments against his Lot and for the pole attorney's fees and costs incurred by the Corporal lection of sums due, and the enforcement of any lien 7 020 irty responsi payment ration in n held by Sses ທ ħ smen arısi 0 ם מ

ا⊷ا 0 H SCAL MANAGEMENT

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ARTICLE XIV - VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by a Lot owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation or the Articles, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief and in the event of a failure to pay assessments, the such proceeding, the Lot owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees. A suit to out waiving the lien securing such unpaid assessment. to

ARTICLE XV - AMENDMENT OF BY-LAWS

thi. vided t. reting of meeting of members specifying notice of meeting. Notice of the Corporation may propose shall act upon such proposa נים C oregoing, so long as the Declaration or is the Association, no a al t any .led Those By-Laws may be amended, modified or rescinded be plution adopted by a majority of the Board of Directors at a led meeting of the Roard, and thereafter submitted to the meany duly covened meeting of the members and approved by a twelves (2/3rds) vote of the members' votes present or by proxy, and there is a quorum, and further provided that the notice of the members specifying the proposed change is given in the corporation may propose an amendment to the Board, and the lact upon such proposal at its next meeting. Notwithstand y duly covers of there is a function of members of the there is a function of the the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the there is a function of the function of the the there is a function of the function of the function of the fu proposal at its as Declarant is t is entitled to ap amendment to the ts next meeting. Notwithstanding the sthe owner of any parcel affected by appoint the Board of Directors of the By-Laws will be effective without modified
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ARTICLE XVI - VALIDITY

invalid, rule or regulation. such any any By-Law, fact shall or not regulation, affect the or rule s 0 1 be adjudged any other By-Law

TO BE CONSISTENT HTIW DECLARATION

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ARTICLE XVII - CONSTRUCTION COVENANTS AND RESTRICTIONS

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ASSOCIATION, INC.

By: President

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