

**DECLARATION OF
PROTECTIVE COVENANTS
FOR
TIBURON SUBDIVISION**

**TIBURON PROPERTY OWNERS ASSOCIATION
JUNE 2010**

CONSENT TO RESTATEMENT OF THE
DECLARATION OF PROTECTIVE COVENANTS
COVERING ALL OF

Sabal Palm Estates, also known as Tiburon, a subdivision of Martin County, Florida, according to the plat thereof as recorded in Plat Book 10, Page 10, Public Records of Martin County, Florida.

Two-thirds of the members of the Tiburon Property Owners Association, Inc., indicate their consent and approval of the following as restatement of the Declaration of Protective Covenants for Tiburon subdivision as recorded at Official Record Book 656, Page 540 of the official records of Martin County, Florida.

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
COVERING ALL OF

Sabal Palm Estates, also known as Tiburon, a subdivision of Martin County, Florida, according to the plat thereof as recorded in Plat Book 10, Page 10, Public Records of Martin County, Florida.

THIS AMENDED DECLARATION is made this 16TH day of June 2010, by Tiburon Property Owners Association, Inc., a not-for-profit Florida corporation, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, The Association desires to provide for the preservation of the value and amenities of the Subdivision and, to this end, desires to subject the real, property in the Subdivision to the covenants, restrictions, easements and assessments and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof:

NOW, THEREFOR, the Association has declared that each Lot in the Subdivision is, and shall be, held, transferred, sold, leased, conveyed and occupied subject to the covenants, restrictions, easements, assessments and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "Association" shall mean and refer to the Tiburon Property Owners Association, Inc., its grantees, successors and assigns, or any person, corporation or entity that acquires the rights of the Association.

(b) "Subdivision" shall mean and refer to the Subdivision known as Tiburon (Sabal Palm Estates), as shown on the plat thereof, recorded in Plat Book 10, Page 10, Public Records of Martin County, Florida.

(c) "Plat" shall mean and refer to the plat of Tiburon (Sabal Palm Estates), as recorded in Plat Book 10, Page 10, Public Records of Martin County.

(d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot in the Subdivision, but shall not mean or refer to any mortgage unless and until such mortgage has acquired title to such Lot pursuant to foreclosure of any proceeding in lieu of foreclosure.

(e) "Architectural Review Committee" shall mean and refer to a Committee established by the Board of Directors of the Tiburon Property Owners Association, Inc., to make recommendations to the Board of Directors for approval or rejection of building or site improvement plans, hereinafter referred to as the "ARC".

(f) "Properties" shall mean and refer to all lands lying within the Subdivision known as Tiburon (Sabal Palm Estates).

(g) "Lot" shall mean and refer to those individual Lots shown on the Plat of Tiburon (Sabal Palm Estates) and numbered consecutively from 1 to 51.

(h) "Tiburon Property Owners Association, Inc." shall mean and refer to an association in the form of a non-profit corporation created for the purpose of holding Common Lands within the Subdivision and hereinafter referred to as the Association. For the purpose of voting on all matters of the business of the Association, each Lot will be represented by a single vote, regardless of the number of Owners of the Lot.

(i) "Common Lands" shall mean and refer- to those parcels and improvements thereon, shown on the Plat as Parcels "A", "B" and "C". "LAKE" and "PARK". Said Common Lands are held by the Association by transfer of deed recorded in Martin County Public Records on April 16, 1990.

(j) "Institutional Mortgage" shall mean and refer to a first mortgage held by a bank, bank holding company, federal or state savings and loan association, insurance company, union pension fund, agency of the United States Government, or developer holding a first mortgage given by the Owner of any Lot in connection with the purchase of such Lot.

(k) "Tiburon Social Committee" shall mean and refer to a committee appointed each year at the discretion of the Board of Directors and hereinafter referred to as the TSC. The primary responsibility of the TSC shall be to plan social events for the Association members.

ARTICLE II

CONVEYANCES MADE BY THE LOT OWNER

Whether or not provision therefore is specifically stated in any conveyance made by the Owner of a Lot In the Subdivision, the Owner or occupant of each such Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Amended Declaration of Protective Covenants.

Should a home be offered for sale, it shall be the responsibility of the selling homeowner to inform the Realtor that Tiburon Subdivision has Protective Covenants.

ARTICLE III

USE RESTRICTION

Each Lot in the Subdivision shall be restricted to use by a single family, its house servants and guests, exclusively for residential purposes and no business of any nature may be operated thereon. Only one single-family residence with a side entry garage, unless a waiver is obtained from the Board of Directors, following a recommendation by the Architectural Review Committee, may be erected on any Lot. No occupancy shall be permitted in unfinished homes. All structures and landscaping shall be completed within one (1) year after the building permit is issued.

A lot and the dwelling located therein may be rented only in its entirety; no fraction or portion may be rented. No transient tenants may be accommodated in a dwelling. All leases shall be in writing and shall be for a term of no less than three (3) months. No Lot or dwelling may be leased more than two (2) times in any calendar year. Notice of any lease, accompanied by a copy of the lease, shall be given to the Board of Directors at least fourteen (14) days prior to the date of occupancy.

ARTICLE IV

SET BACK RESTRICTION

Section 1. Setback Lines. Subject to the exceptions hereinafter mentioned, no building or any part thereof may be less than:

- 30 feet from all street rights-of-way
- 15 feet from side property lines
- 30 feet from rear property lines
- 30 feet from edge of waterways

The septic system on waterfront Lots shall be located in front of the residence.

Section 2. Measurements. Where Lots have curved property lines, setback distances shall be taken at right angles to the property lines.

Section 3. Exceptions. Terraces, walls, fences, Lot platforms or steps, swimming pools, and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure, view, or reasonable privacy of the adjoining or facing property. Such construction shall have the written approval of the Board of Directors, following a recommendation by the ARC. No driveways shall be constructed within 5 feet of any Lot line except the front Lot line. Where construction is within easement areas, including but not limited to driveways, the approval must also be obtained of any private or public utility which has its facilities in the easement, or whose facilities would be affected by the construction.

ARTICLE V

BUILDING AND LANDSCAPING PLANS

Section 1. In General. For the purpose of Insuring the development of the lands In the Subdivision as a residential area of high standards, the Board of Directors, following a recommendation by the ARC, reserves the right to approve or disapprove the proposed buildings, structures, minimum landscaping and other improvements placed on each Lot.

Section 2. Approval of Plans. Whether or not provisions thereof are specifically stated in any conveyance of the Lot, the Owner or occupant of each and every Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure, fence, or other installations, such as television or radio antennas, or satellite dishes larger than two (2) feet in diameter, shall be placed upon each Lot unless and until plans and specifications thereof and the plot plan have been approved in writing by the Board of Directors, following a recommendation by the ARC. Satellite dishes shall be placed so that they are not visible from the neighboring homes or adjacent streets.

Two complete sets of plans must be submitted to the ARC for review. All building and landscape plans must include an estimate for time of completion. The ARC shall have ten (10) days to review and return one set with written recommendations to the Board of Directors' for approval or disapproval. Should the ARC fail to take action within ten (10) days on the two complete sets of plans submitted, the plans shall be considered approved by the ARC, except for violations of the restrictions herein. Each such building, wall, fence, structure, landscaping or other Improvements shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of said plans and specifications by the Board of Directors shall be deemed final.

The Board of Directors shall have the power to file among the public records of Martin County, Florida, an appropriate instrument signed by the Board of Directors consenting to the deletion or modification of any covenant or restriction in this Declaration with respect to any Lot in the Subdivision If such deletion or modification, in the full discretion of the Board of Directors, Is in the best Interest of the Subdivision.

Playground equipment is permitted, subject to reasonable standards recommended by the ARC.

Section 3. Color Changes. Any changes of exterior colors of the residences, roofs, and/or driveways are subject to prior approval by the Board of Directors, following a recommendation by the ARC, and should be submitted to any ARC member (with sample colors) for review. The ARC will act upon the request within five (5) days, notifying the homeowner in writing of its recommendation to the Board of Directors.

Section 4. Construction Materials. All homes in the Subdivision shall be of similar elevation and of frame construction. The outer facade shall be of 4' x 8' sheets of board and batten or reverse board and batten. No aluminum or vinyl siding will be permitted. The material on the front elevation may consist of no more than 30% of stucco or stone, the remainder to be wood or composite wood substitute. The roof shall be of wood cedar shingles, three dimensional architectural style composite shingles of at least 40 year weighting, or metal. Gutters, if installed, shall be of aluminum or approved alternate material.

Section 5. Initial Landscaping All initial landscaping shall be subject to approval by the Board of Directors, following a recommendation by the ARC, and shall be completed before the certificate of occupancy has been issued.

ARTICLE VI

MINIMUM SIZE OF RESIDENCE

One-story dwellings shall contain a minimum living area of 2,000 sq. ft., exclusive of porches, patios, pool decks, utility areas, garages or similar areas.

Two-story dwellings shall contain a minimum living area of 1,200 sq. ft. on the ground floor, exclusive of porches, patios, pool decks, utility areas or garages, and a minimum living area of 800 sq. ft. on the second floor.

All dwellings shall include at least an attached side-entry two car garage containing a minimum of 400 sq. ft. exclusive of areas within the garage which are allotted to utility usage such as laundry equipment, hot water heaters, or household storage Including pool and lawn equipment.

ARTICLE VII

LAKE, WATERWAY AND DOCKS

The maintenance and supervision of the lake located within Tiburon shall be the exclusive right and obligation of the Association. Property rights of the individual homeowners around the lake must be respected at all times.

Said lake was constructed In accordance with plans and specifications on file with the South Florida Water Management District and nothing may be done in the course of future maintenance and management which would vary from said plans and specifications or which would violate the statutory authority of the South Florida Water Management District, unless approved in advance by the appropriate authority.

No powered vehicles, such as motorboats or model airplanes, may be operated within the boundaries of the lake.

No docks, bulkheads, moorings, pilings, davits, boat lifts or any other construction shall be erected on or over waterways without written approval of the Board of Directors, following a recommendation by the ARC.

No boathouses or boat shelters of any kind, or any portion thereof shall be constructed on or over waterways.

No docks may extend beyond the waterway shoreline more than six (6) feet and the platforms of docks shall be no higher than four (4) feet above mean sea level.

ARTICLE VIII

FENCES

No chain link fence shall be permitted on any lot except that which encloses the tennis court. No fence shall exceed five (5) feet in height or extend toward the front lot line beyond the front wall of any house. No fence may be erected without, or prior to, approval of the Board of Directors, following a recommendation by the ARC. Privacy screening around pool decks and patios shall not exceed six (6) feet in height. Screening around boat storage areas shall not exceed eight (8) feet in height and must be adjacent to the residence.

The Association, within its discretion, will be responsible for maintenance and major repair or replacement of the fence located on the common area of the Subdivision.

ARTICLE IX
TRASH NUISANCE

Trash and debris resulting from Lot clearing and/or construction on any Lot in the Subdivision shall be disposed of by the Owner of said Lot prior to occupancy of the residence. Under no circumstances shall said debris be deposited on any other Lot in Tiburon.

No unsightly growth shall be permitted to grow or remain upon any Lot in the Subdivision and no refuse pile or unsightly objects shall be allowed to be placed or permitted anywhere thereon. In the event that the Owner or occupant of any Lot shall fail or refuse to keep said Lot free of refuse piles or other unsightly growths or objects, the Association may enter upon said lands and remove the same at the expense of the Owner or occupant and such entry shall not be deemed a trespass. Should Owner refuse to pay these expenses at the time of completion of the work, the amount shall be paid by the Association and shall become a special assessment on the Lot and accrue interest at 18% per annum. All legal fees shall be included in costs to be paid by the Owner.

ARTICLE X
OFFENSIVE ACTIVITIES

No activity of an offensive, noxious, dangerous or noisy nature shall be carried on or permitted upon any Lot in the Subdivision except such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder. Such activity shall be done during a normal tradesman's workweek and hours.

Outdoor lighting at each residence in the, Subdivision shall be positioned so as not to be an annoyance to the adjacent homes.

ARTICLE XI

DISPLAY OF SIGNS & GARAGE/MOVING SALES

Not more than one sign of any nature, including "For Rent" or "For Sale" signs, may be displayed on any Lot in the Subdivision. An exception to this rule would be a Lot that borders on the Tiburon Basin. In such case, a second sign, placed on the waterfront, would be allowed. Such signs shall not exceed 432 sq. Inches and shall be of professional quality. Signs not meeting these criteria may be removed at the discretion of the Board of Directors.

No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed or affixed in, on, or upon any part of the Common Lands. Garage/moving sale signs may not be placed at the entrances of the Subdivision. Such signs should be no larger than 320 sq. Inches and should be posted only on the homeowner's property during the hours of the sale.

ARTICLE XII

FIREWORKS

The use of fireworks in the Subdivision shall be restricted to sparklers and smoke bombs. All other fireworks, including bottle rockets and other airborne items are illegal and use of same will be reported to the Martin County Sheriff's Department.

ARTICLE XIII

LIVESTOCK AND POULTRY

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any Lot excepting dogs, cats or other house pets, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that same are not so kept as to be or become an annoyance or nuisance to the neighborhood.

ARTICLE XIV

DOMESTIC PETS

All pets must be kept on a leash and under proper control when beyond the owner's Lot. The pet owner is responsible for the immediate removal in a sanitary manner, of solid waste left by their pets.

Under no circumstances are pets permitted in the recreational or pool area for sanitary reasons.

Consistent barking of a dog so as to become an annoyance will not be permitted.

ARTICLE XV

ANIMAL CONTROL

The Association shall prohibit any hunting, or otherwise taking of wildlife or domestic animals within the confines of the Subdivision by any means. Non-domestic animals deemed to be a nuisance may be trapped by the homeowner, using a trap approved by the Animal Rescue League. Disposition of the animal shall be under the direction of the Animal Rescue League.

Only those agencies or companies duly authorized by law shall be allowed to hunt, trap, or otherwise take only those animals that have been deemed by the Board of Directors (or Its representative) to be a nuisance, danger, or abandoned. Domestic animals found wandering about must be reported to Martin County Animal Control.

The trapping of vermin (only mice, rats and moles) shall be allowed only by means that would allow no larger animals to be captured or injured. This would limit any device size such as to prevent the accidental capture of rabbits, squirrels, foxes, domestic cats or similar sized creatures.

Violation of the above shall result In enforcement, If necessary, by obtaining a court order for cease and desist of this activity, with assessment of all legal costs, court expenses, etc. against the homeowner or resident found in violation. Other criminal violations may be found if any endangered, or otherwise protected, species have been involved.

ARTICLE XVI

TRAFFIC RESTRICTIONS

A "STOP" sign is posted at each exit from the Subdivision. The County Engineer has determined that the speed limit within the Subdivision on County maintained roads shall be twenty-five (25) miles per hour. "Children at Play" signs are posted in the Subdivision so that drivers will be aware that children may be using the roads. Violators will be reported and cited. The traffic signs are for the safety of all families within the Subdivision.

ARTICLE XVII

PARKING

Except as provided below, no recreational vehicles, boats, trailers, 3/4 ton or larger trucks, or commercial vehicles shall be parked on any Lot in the Subdivision, unless completely screened from view, excepting only such temporary parking of commercial vehicles as may be necessary to service or make repairs at a residence in the Subdivision. Vehicles which are not operational or not licensed may not be parked in the Subdivision. Enclosures erected for the purpose of screening said vehicle, boats, or trailers must be approved by the Board of Directors upon recommendation of the ARC.

No recreational vehicles, boats, trailers, vans, minivans, or automobiles shall be parked overnight in the parking area or boat ramp adjacent to the pool and Recreation Area.

Recreational vehicles such as motor homes and travel trailers and boats may be parked in a homeowner's driveway for no more than seven (7) consecutive days, if pre-approved by the Board.

Operation of gasoline or electric powered recreational vehicles such as all-terrain vehicles, motorcycles, mopeds, go-carts or any other similar powered vehicles shall not be permitted within the Subdivision unless duly registered. The roads in the Subdivision are County roads and County vehicle rules apply.

Overnight street or lawn parking of any vehicle is not permitted.

ARTICLE XVIII

PLACEMENT OF GARBAGE CANS AND CLOTHESLINES

Trashcans, air conditioners, pool equipment, and water softening equipment or other auxiliary equipment shall be completely screened from view from the street. Screening shall be limited to five (5) feet in height and constructed of the same or similar material as the home's facade.

ARTICLE XIX

SHEDS

A construction shed may be placed temporarily on a Lot and remain only during the course of active construction of a residence.

No storage shed, temporary or permanent may be built on any Lot, except as approved pursuant to Article V.

ARTICLE XX

REGULATIONS FOR USE OF COMMON LANDS

The Board of Directors is empowered to write reasonable regulations regarding use of the Common Lands. Such regulations shall be posted or otherwise made available to the owners and residents. In addition, such regulations will be considered part of these Protective Covenants.

ARTICLE XXI

RESIDENTIAL SITES

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

No re-subdivision of Lots shall be permitted without advance written approval of the Association.

ARTICLE XXII

TELEPHONE AND ELECTRIC POWER UNDERGROUND SERVICE

All electric transmission and distribution lines and communication lines within the Lots shall be underground. Owners are urged to consult with Florida Power & Light Company, Southern Bell, and the cable company servicing the area prior to construction of a driveway or re-landscaping on any lot.

ARTICLE XXIII

DRAINAGE

Owners, their legal representatives, successors, or assigns, shall not change the elevation of the drainage swales, ditches, or valley drains on the public rights-of-way or drainage easements from those elevations as originally designed and constructed. The elevations, or finished grades of driveways, constructed through the drainage swales from the public roads to all Lots shall conform to the elevation of the swales through which they were designed and constructed by the developer.

ARTICLE XXIV

DRIVEWAYS

Prior to commencing construction of a residence on any Lot, a driveway conforming to Martin County requirements shall be installed on said Lot, and such driveway shall be from then on the only vehicular access to said Lot. Any damage to road or roadside swales caused by violation of this requirement will be repaired and the total cost thereof shall be paid by the Owner or resident responsible for the damage. Such payment shall be made within ten (10) days after billing date. In the event of nonpayment, the same remedies shall apply as set forth in ARTICLES XXVII and XXVIII hereof. All driveway culverts shall include endwalls conforming to Martin County requirements, said endwalls to be installed prior to occupancy of the dwelling.

ARTICLE XXV

MAILBOXES

At such time as a mailbox is installed on any Lot, it shall be placed on a post conforming to the design, which has been approved by the Board of Directors, following a recommendation by the ARC.

ARTICLE XXVI

NO SOLICITATION

There shall be no outside soliciting or door-to-door canvassing at any time within the Subdivision for any purpose whatsoever. Soliciting by homeowners or family members within the Subdivision is permitted by the Board of Directors. "No Soliciting" signs are posted at each entrance to the Subdivision.

ARTICLE XXVII

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien. Each Owner of any Lot In the Subdivision, by acceptance of a deed therefore, whether or not It shall be so expressed in any such deed or other conveyance, shall covenant and agree to pay to the Association a maintenance fee or charge to be fixed, established and collected from time to time as hereinafter provided. The maintenance fee, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be charged to the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The maintenance fee levied by the Association shall be used exclusively for the purpose of paying the common expenses of the Association, including the cost of maintaining Common Lands. The association may, by special assessment, levy an additional assessment to expand or curtail recreational facilities.

Section 3. Amount and Payment of Maintenance Fees. Each Owner shall pay to the Association, on or before 30 days following billing date, the amount of the assessment or assessments, as provided for hereinafter, against his property. The amount of the assessment shall be fixed by the Association at least thirty (30) days in advance of the quarterly billing date, on which date the assessment shall be due and payable. Written notice of the quarterly assessment shall thereupon be sent to every Owner subject to the assessment. Such notice shall be deemed to have been given if it is deposited postage paid in the United States mails addressed to the name or names and address under which the property In question is listed on the records of the Association or in the office of the Martin County Tax Assessor.

Section 4. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether any assessments made against his Lot or Lots have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section5. Effect of on-payment of Assessment and Remedies of the Association. If an assessment is not paid on the date when due (being the date specified in Section 3 hereof, then such assessment shall bear interest from the date of the delinquency at the rate of eighteen (18) percent per annum. The Association may place the assessment in the hands of its legal representative for collection and may bring suit to foreclose the lien in the same manner as mortgages. The following shall be added to the amount of such delinquent assessment: Interest on the assessment as provided above, reasonable legal fees, and costs incurred with respect to the enforcement of said lien. A Claim of Lien shall be recorded in the Public Records of Martin County, Florida, setting forth the delinquent assessments. The Lien shall secure all assessments as they accrue.

Section 6. Proviso. The lien for assessments provided for above shall be subordinate to the lien of any Institutional Mortgage that is a first mortgage on any Lot recorded prior to the Claim of Lien for unpaid assessments. A mortgage in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under them, shall hold title subject to the liability and lien of any assessment becoming due after foreclosure or conveyance In lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots, including the Lot to which the foreclosure (or conveyance In lieu of foreclosure) took place. The written statement of the Association that a lien is subordinate to an Institutional Mortgage or that a Lot Is not subject to assessment shall be the authority for disposing of any question pertaining thereto.

ARTILE XXVIII

REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association and/or the Owner of a Lot or Lots in the Subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to present the violation or breach of any of them, or for money damages. In such event, said Association and/or Owner shall be entitled to reasonable legal fees and costs incurred with respect to the enforcement of said covenants and restrictions. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the Covenants herein contained shall in no way effect any of the other Covenants, they shall remain in full force and effect.

As an alternative, the Board of Directors may require binding arbitration of any dispute arising out of any or all violations of any of the terms of this Amended Declaration.

The Board of Directors is empowered to levy reasonable fines for violation of any of the terms of this Amended Declaration, after notice to the violator and an appeal for a hearing on the alleged violation. Any fine levied shall represent a lien against the Lot in question, as provided In Article XXVII Section 6, of these Covenants, as well as a personal obligation of the violator.

Fines for violating any of these Covenants may not exceed fifty (50) dollars for the first offense and fifty (50) dollars for each month, or part of each month, following the first offense, in which compliance with these Covenants is not achieved.

ARTICLE XXIX

ADDITIONS TO MODIFICATIONS OF EXISTING COVENANTS

These Covenants may be amended, changed, added to, derogated or deleted at any time, and from time to time, upon approval of at least two-thirds of the membership of the Association. Approval may be expressed by written consent or by a vote cast in person or by proxy at a meeting of the members, provided that:

(a) No amendment affecting the Common Lands or drainage facilities shall be effective without the written consent of Martin County, Florida, and/or the South Florida Water Management District, as the case may be; and

(b) No amendment shall be effective to impair or affect the validity or priority of any Institutional Mortgage then encumbering any Lot, or to affect or impair the rights granted in these Covenants to the holder of any Institutional Mortgage without first obtaining the written consent of such Institutional Mortgage holder.

ARTICLE XXX

DURATION OF COVENANTS

The foregoing Covenants shall be binding upon all Owners, their heirs and assigns-, shall constitute an easement and servitude in and upon the lands conveyed in the Subdivision running with the land; shall be deemed for the benefit of all the lands in the Subdivision-, and shall be, and remain, in full force for twenty-five (25) years, to the date of January 1, 2035. Upon the expiration of the twenty-five (25) year period, said Covenants shall be extended automatically for successive periods of ten (10) years unless, by vote of a majority of the then Owners of the Lots in the Subdivision, it is agreed to change them in whole or in part.

These amended and restated Protective Covenants have been adopted, by two - thirds of the members Of the Association entitled to vote, as the protective Covenants of the Tiburon Property Owners Association, Inc., a corporation not for profit under the laws o f the State of Florida.

Thomas Kirsche, President

Seal

Tiburon Property Owners Association, Inc.

State of Florida; County of Martin

The foregoing instrument was acknowledged before me on this 16th day of June 2010, by Thomas Kirsche, who is personally known to me.

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1. Notary Public