JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3959071 05/28/2014 at 10:35 AM
OR BOOK 3636 PAGE 857 - 859 Doc Type: DC
RECORDING: $27.00

Record/Return to:
Ross Earle & Bonan, PA
PO Box 2401
Stuart, FL 34995

CERTIFICATE OF AMENDMENT TO THE PALM GROVE ASSOCIATION, INC. AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

The Amended and Restated Declaration of Covenants and Restrictions for Palm Grove has been recorded in the public records of St. Lucie County, Florida at Official Records Book 2976, Page 2797 et. seq. and amended at Official Records Book 3090, Page 780, et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Membership by vote sufficient for approval at the meeting of the membership held on April 17, 2014.

1. Section 13 is amended to read as follows:

13. MAINTENANCE

A. Owner's Obligation. It shall be the personal responsibility of every Homeowner to maintain their parcel in such manner that any prudent association member would be supportive of their conformity and preservation in maintaining property values in accordance to the reasonable Comparison Standards established and approved by the majority of the Board of Directors. Any refusal by the homeowner to comply with this obligation could result in a complaint and subsequent fine against the homeowner.

B. Abandoned or Foreclosed Properties. If the Board of Directors determines that a Parcel has been abandoned or foreclosed and that the owner thereof has failed or refused to perform necessary maintenance , repairs and replacements which, in the opinion of the Board of Directors, endangers or impairs the use or value of other portions of the Community, then upon at least thirty (30) days prior written notice, the Association shall have a right of entry onto the Parcel to perform necessary maintenance, repairs and replacements. The right of entry includes the right to abate or eliminate any nuisance. The Association shall have the power and authority to levy and collect an individual Assessment against the Parcel for the cost of such maintenance, repairs, or replacements on the Parcel. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in the same manner as annual assessments and special assessements as provided in Section 8 above.

C. Association's Obligation. It shall be the obligation of the Association to maintain and responsible for the management and control of all of the Association's "common areas" buildings, grounds, equipment and other designated structures and for all of the improvements, repairs, furnishings, equipment and supplies related to their proper conditioning and upkeep. Any person found responsible for the misuse, damage

or destruction of any Association's common areas or properties will be required to make appropriate restitution to the Association or be cited and/or fined in accordance with the provisions set forth in Section 8.F. et al., of this Declaration.

(The balance of Section 13 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove was adopted by the membership by a vote sufficient for approval at the meeting of the membership held on April 17, 2014.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 21 day of May 2014.

WITNESSES AS TO PRESIDENT:

Printed Name: Barbara DiFeola

Printed Name: Barbara Silk

PALM GROVE ASSOCIATION, INC.

By: John S. Zila
JOHN S. ZILA, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on 5/21, 2014, by John S. Zila, as President of Palm Grove Association, Inc. [ ] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

June L Dekker
Notary Public

Notarial Seal

JUNE L. DEKKER
Commission # EE 023278
Expires October 22, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

WITNESSES AS TO SECRETARY:

Printed Name: Barbara DiLeona

Barbara Silk

Printed Name: Barbara Silk

PALM GROVE ASSOCIATION, INC.

By: Mary Liberatore

MARY Liberatore, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on 5/21, 2014, by Mary Liberatore, as Secretary of Palm Grove Association, Inc. [ ] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

June L. Dekker

Notary Public

Notarial Seal

JUNE L. DEKKER
Commission # EE 023278
Expires October 22, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

EDWIN M. FRY, JR., CLERK OF THE CIRCUIT COURT
FILE # 3211165 OR BOOK 2976 PAGE 2797, Recorded 05/23/2008 at 01:53 PM

PALM GROVE ASSOCIATION INC.
DECLARATION OF COVENANTS AND RESTRICTIONS

AMENDED AND RESTATED on April 29, 2008

The purpose of this Amended and Restated Declaration is to amend and restate the Declaration of Restrictions of Palm Grove recorded in Official Records Book 790, Page 2973, et seq., Public Records of St. Lucie County, Florida.

COPY

The Palm Grove Association Inc., hereinafter referred to as "The Association," declares that all property included within the Subdivision and within the Association, as defined in Plat Book 31, Pages 4, 4a, thru 4d, recorded in and for the County of St. Lucie, Fl., shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property and shall be binding upon all parties having any recorded title in the above described premises.

The specific provisions of this Declaration shall comply with, and in accordance to, the provisions set forth in the pertinent Statutory Laws of the State of Florida, the Palm Grove Association Inc. Articles of Incorporation, the By-Laws and other Governing Documents pertaining thereto, as filed in Tallahassee, Florida and the Office of the Clerk of the County, in and for the County of St. Lucie, Fl., respectively.

This Document shall also be referred to as "The Declaration."

1. Definitions

A. "Assessment" means a sum or sums of money payable to the Association as authorized in the governing documents, which if not paid by the owner of the parcel, can result in a lien against the parcel.

B. "Association" shall mean and refer to the Palm Grove Association Inc. its successors and assigns. The Association or the "Homeowner's Association," as it may be referred to, is a Florida (not-for-profit) corporation responsible for the operation of a community in which the voting membership is made up of parcel owners.

C. "Common Area" means all real property, within the community, which is owned and maintained by the association, for the use and/or the enjoyment of its members. (Appendix A)

D. "Community" means the real property that is or will be subject to a declaration of covenants, which is recorded in the county where the property is located. The term "community" includes all real property "as shown on the Plat".

E. "Declaration of Covenants," or "Declaration," means a recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of an "Association" in which the owners of the parcels, or their association representatives, must be members.

F. "Department" means the Department of Business and Professional Regulation in the State of Florida.

G. "Division" means the Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation in the State of Florida.

H. "Drainage System" shall mean all lakes and surrounding areas reflected on the Plat of Subdivision as Tract A-1, A-2 and A-3, together with all conduits, structures and swales necessary for the flow of water to and from said lakes.

I. " Governing documents" of the Palm Grove Association Inc. are The Declaration of Restrictions, The Articles of Incorporation, The By-Laws, The Architectural Control Rules and the Rules and Regulations duly adopted and recorded amendments, supplements and exhibits thereto.

J. "Homeowners' Association" or "Association" means a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. The term "homeowners' association" does not include a community development district or other similar special taxing district created pursuant to statute.

K. "Member" means any parcel owner in the Palm Grove Homeowner's Association and includes any person or entity obligated by the governing documents to pay assessments.

L. "Parcel" means the land, and the one story single family dwelling, on which it has been constructed

M. "Parcel owner" means the record owner of legal title to a parcel. It shall be a mandatory condition of parcel ownership, to agree to pay all assessments which the Association is authorized to impose.

N. "Resident" means the Owner, Renter or Lessee of the Parcel or a person who is a permitted occupant of an owner's or lessee's dwelling.

O. "Voting interest" means the voting rights distributed to the members of the homeowners' association, pursuant to the governing documents.

2. Obligations of the Association

A. OFFICIAL RECORDS.

The presiding Board of Directors must maintain all official records of the Association required by F.S. 720.303 inclusive of, but not limited to, the Governing Documents, the agendas and the minutes of any and all meetings of the Board and/or membership, and a current roster of all members, their mailing addresses and parcel identifications.

COPY COPY COPY

Among the official records which the Association shall maintain are all records listing the Common Areas of the Association and the records pertaining to their maintenance, repair or replacements; all business transactions and/or Contracts including bids, expenditures and receipts; all Insurance policies, all financial, tax and accounting records, statements, reports and any and all records that identify, measure or communicate financial information of the association.

All official Association records must be maintained and held for at least seven (7) years.

The Board will supply each Homeowner -at no cost- with any newly amended portion of the Palm Grove Homeowners Association Governing Documents and/or of the Florida Statutory Law, Chapter 720 after the year 2007, that would impact or alter any of these existing documents in any manner. For any additional copies thereafter, the requesting homeowner would need to compensate the Board for copying costs of said amendment.

B. INSPECTION AND COPYING OF RECORDS.

(1) The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community. If the Association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.

(2) The failure of the Association to provide access to the records within 10 business days after receipt of a written request creates a rebuttal presumption that the association willfully failed to comply with this subsection.

(3) A member who is denied access to official records, except in the case of an emergency, is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be $50 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.

(4) The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not impose a requirement that a parcel owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying.

COPY

The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to members or parcel owners:

a. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.

b. Disciplinary, insurance, and personal records of the association's membership or of its employees.

c. Medical records of parcel owners or community residents.

d. Any record protected by the lawyer-client privilege, as prescribed in Florida Statute, 90.502, and any record protected by the work privilege including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared in anticipation of imminent civil or criminal litigation of imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

C. Budgets. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The association shall provide each member, at no cost, with a copy of the annual budget thirty (30) days, prior to the Annual Meeting of the Association.

D. Reserves. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible to the extent that the governing documents do not limit increases in assessments, including reserves.

The amount to be reserved shall be established by means of a formula that is based upon estimating remaining useful life and estimating replacement cost or deferred maintenance expense of each reserve item. The Association should adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Annual calculation of the reserve shall be based on a separate analysis of each of the required assets. The membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required. If a meeting of the owners has been called to determine whether to waive or reduce the funding of the reserves and no such result is achieved or a quorum is not present, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a Homeowner's meeting at which a quorum is present. The projected annual cash inflows MAY include estimated earnings from investment on principle.

E. FINANCIAL REPORTING. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. Financial reports shall be prepared as follows:

(1) The Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the association's total annual revenues, as follows: The Association with total annual revenues of $400,000 or more shall prepare audited financial statements.

F. RECALL OF DIRECTORS

(1) Any member of the Board of Directors may be recalled and removed from office, with or without cause, by a majority vote of all Association members eligible to cast a vote. A notice, by 10 percent of the voting interest, as required for an Association's members meeting to recall a Board member(s), shall state the specific director(s) to be removed. The proposed removal of a director(s) at a meeting shall require a separate vote for each Board Member sought to be removed.

(2) If the removal of a Board Member is effectuated at the meeting, any vacancies created, shall be filled by the Association members at the same meeting.

(3) Any Director who is removed from the Board shall not be eligible to stand for re-election until the next Annual Meeting of the members. Any Director so removed from office shall turn over to the Board, within five (5) business days; any and all records of the Association in his/her possession.

(4) In the event a Director(s), so removed, shall not relinquish their "Board Position" or turn over records as required by this section, the Association's Attorney shall be notified to refer this matter to the County's Circuit Court having jurisdiction and summarily order said Director to relinquish his/hers position and turn over all Association records, in their possession, to the Board or be subjected to further judicial action by the Court.

(5) Any recall dispute between a member and the Association must be submitted to mandatory binding arbitration with the Department and said proceedings shall be conducted in the manner provided by the procedural rules adopted by Florida Statute, Chapter 718.1255. Any attempt, other than stipulated above, to recall and remove a Board Member, must conform to the provisions set forth in Florida Statute, Chapter 720.303.

(6) If the Association fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with the bylaws, any member may apply to the circuit court that has jurisdiction over the community served by the association for the appointment of a receiver to manage the affairs of the association.

At least 30 days before applying to the circuit court, the member shall mail to the Association, by certified or registered mail, and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association 30 days to fill the vacancies.

COPY COPY COPY

If during such time the Association fails to fill a sufficient number of vacancies so that a quorum can be assembled, the member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees, and all other expenses of the receivership.

The receiver has all the powers and duties of a duly constituted board of directors and shall serve until the association fills a sufficient number of vacancies on the board so that a quorum can be assembled.

3. Memberships and Voting Rights in the Association

A. Every Owner of a Parcel shall automatically, on becoming an Owner of said Parcel or Parcels, be a member of The Association, and shall remain a member of the Association until his/her ownership ceases for any reason, at which time his/her membership in the Association shall automatically cease.

B. The Association shall have only one class of voting ownership: Members shall consist of every Owner of a Parcel and shall be entitled to one (1) vote for each Parcel owned. When more than one person holds 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 (1) vote be cast with respect to any Parcel.

4. Rights of Owners

A. The Association for the operation of the common areas and recreational facilities may enforce reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. These areas and facilities will be used for recreational purposes only. Special authorization may be issued at the discretion of the Association. The Association shall not unreasonably restrict any parcel owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

B. In compliance with Title 36, U.S.C., Chapter 10, 175 (f), (Display and Use of Flags by Civilians), All members may fly the flag of the United States, U.S. Military Armed Services, State Flags, and flags of cities, or localities, or pennants of societies on the same halyard. The United States flag must always be at the peak and no such flags or pennants may be placed above the Flag of the United States.

(1) Flag Poles (vertical poles) may be erected by the parcel owner, within their respective property boundaries, that do not exceed 20 feet in height. Flags must be displayed in a respectful manner and no flag displayed shall be larger than 4 ½ by 6 feet.

(2) The Association may not expend Association funds in prosecuting Strategic Lawsuits Against Public Participation (SLAPP) suits, as defined in F.S. 720.304., against the parcel owner.

C. Any parcel owner may construct an access ramp if a resident or occupant of the parcel has a medical necessity or disability that requires a ramp for egress and

COPY

ingress. The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(1) Plans for the ramp must be submitted in advance to the Board of Directors of our homeowners' association. The association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

(2) The parcel owner must submit to the association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the parcel requiring the access ramp. Certification used for s. 320.0848 shall be sufficient to meet the affidavit requirement.

D. Any parcel owner may display a sign not larger than twelve inches by eighteen inches provided by a contractor for security services within 10 feet of any entrance to the home.

5. Grove Community Association Membership, Voting Rights and Governing Documents

A. Every member of the Palm Grove Association shall automatically be a member of The Grove Community Association, Inc., an association composed of the Owners of the 364 Parcels in the Palm Grove Association and the 144 unit owners in the Grove Condominium Section One Association, Inc. The Grove Community Association's duties and responsibilities relate to the water and sewerage systems as well as the maintenance and operation of the drainage systems (lakes, canals, swales, piping and catch basins) the Guard House and the major portion of Sunshine Blvd.

B. Assessments levied by the Grove Community Association shall be collected by the Palm Grove Association, Inc.

C. Voting rights for members of the Grove Community Association, Inc., are one (1) vote for each Parcel in the Palm Grove Association and one (1) vote for each unit in the Grove Condominium Section One Association, Inc.

D. The Grove Community Association, Inc., governing documents were included with the document package delivered to all Palm Grove Owners who purchased their homes from Wynne Building Corporation and were required to be passed on to the subsequent purchasers of Palm Grove homes by the seller.

Copies of these documents may be obtained from the Grove Community Association, Inc., for a nominal fee to cover the cost of copying.

6. Age 55 + Deed Restricted Community

A. The association is an "Over 55 Community" qualifying as "Housing for Older Persons", in accordance with Federal law and Florida law in compliance with the Federal Fair Housing Act as amended by the Housing for Older Persons Act of 1995, Department of Housing and Urban Development Rules.

COPY

B. Every Parcel transferred to any and all new Owners shall be occupied by at least one person age 55 or older, with any additional residents age 35 or older, except as defined below:

COPY

(1) A person who for medical handicap or disability reasons may be exempted from this requirement in accordance with the By-Laws by determination of the Board of Directors.

(2) A person who is a surviving spouse of a permanent occupant age 55 or older providing the spouse was a permanent occupant at the time of death.

(3) A person divorced or separated from a permanent occupant age 55 or older, provided the person to receive the exemption has an ownership interest in the Parcel and was a permitted occupant at the time of the divorce or separation.

(4) A family member of a 55 year old or older owner occupant where occupancy is necessary for the medical handicap or disability needs of the Owner.

(5) A caregiver for a permanently disabled, 55 year old or older resident requiring a live-in care person.

COPY

C. A person who is a surviving, non-spousal family member or surviving co-habitant of the 55 year old or older resident, whose permanent residence was the same as that of the decedent at the time of his or her death, may remain as the legal occupant of the residence regardless of whether they have attained 55 years of age. This surviving family member or co-habitant would be entitled to any and all benefits and privileges, and responsible for the obligations, held by the former 55 or older resident of the parcel. The Association can deny resident status to an under 55 aged non-resident surviving, non-spousal family member of the 55 year old or older resident, whose permanent residence was not the same as that of the decedent at the time of his or her death, who legally acquired the parcel through the action of a will or trust

D. The Board shall obtain verification of compliance every two years with the 55 year old or older age occupancy requirements as set forth in the Federal Regulation 24 C.F.R. 100 or subsequent code requirements regarding verification of occupancy requirements. Owners and occupants shall comply with the Board's procedures and requirements for verification.

COPY

7. Obligations of Members

A. Each member and the member's tenants, guests and invitees are governed by and must comply with the Florida Statues, Chapter 720 and all Governing Documents and any and all rules of the Association, as long as they retain ownership of their parcel. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

(1) The Association;

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3345896 OR BOOK 3090 PAGE 780, Recorded 05/18/2009 at 09:35 AM

CERTIFICATE OF AMENDMENT
TO THE
PALM GROVE ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS

COPY

The Amended and Restated Declaration of Covenants and Restrictions for Palm Grove has been recorded in the public records of St. Lucie County, Florida at Official Records Book 2976, Page 2797 et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Board of Directors and by the Membership by vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

1. Section 8(C) is amended to read as follows:

8. Assessments

C. The annual assessments shall commence on January 1st each year. The Board of Directors shall fix the amount of the annual assessment per Parcel at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent prior to January 1st to each Owner. The Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specified Parcels have been paid.

Any Assessment not paid within thirty (30) days after the due date will constitute a default and shall bear interest, from the due date, not to exceed 18 per cent interest per year. The default shall also give cause for the Association to consider the process of a Lien against the Parcel Owner in default. Every effort shall be considered, by the Board, to resolve the issue, with said Owner, in an equitable manner prior to any fixation of lien.

Thereafter, the Association may not file a claim of lien against the parcel owner for unpaid assessments unless a written notice or demand for past due assessments, as well as, any other amounts owed to the Association pursuant to its governing documents, has been provided to the Parcel Owner. The written demand or notice by the Board must conform to those set forth in F.S. 720.3085. While any assessment is in default, the member shall not be entitled to vote on any Association matters or exercise any other right or privilege of a member.

(The balance of Section 8 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove was adopted by the Board of Directors and by the membership by a vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of April 27, 2009.

WITNESSES AS TO PRESIDENT:

Printed Name: Lorraine H. Forte

Printed Name: Hillary S Madison

PALM GROVE ASSOCIATION, INC.

By: Carl Lee March, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Carl Lee March as President of Palm Grove Association, Inc. [X] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

Notary Public

WITNESSES AS TO SECRETARY:

Printed Name: Lorraine H. Forte

Printed Name: Hillary S. Madison

PALM GROVE ASSOCIATION, INC.

By _____, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Christine Diaz, as Secretary of Palm Grove Association, Inc. [X] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notary Public

COPY

(2) A member;

(3) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and

(4) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

8. Assessments – AMENDED – MARCH 31, 2009

A. Each resident by acceptance of a deed therefore, whether or not it shall be so expressed in each deed, is deemed to covenant and agree to pay:

(1) The Association annual assessments and/or special assessments.

(2) The Association fines, fees and charges as may be assessed.

(3) The assessment levied by the Grove Community Association, Inc.

B. Annual Assessments shall be levied by The Association and shall be used:

(1) To maintain, replace and/or improve the Common Area.

(2) To obtain insurance coverage for Directors and Officers, property damage, liability of the Association, flood, theft and crime and such other Insurance deemed appropriate by the Board.

(3) To obtain management and operation of the Association, including legal and other professional fees.

(4) To provide for certain maintenance and/or budgeted provisions to the Parcels, for the benefit of the Parcel Owner, that have been approved and contracted by the Association that will, in effect, be for the sole purpose and advantage of all membership properties.

C. The annual assessments shall commence on November 1st each year. The Board of Directors shall fix the amount of the annual assessment per Parcel at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent prior to November 1st to each Owner. The Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specified Parcels have been paid.

Any Assessment not paid within thirty (30) days after the due date will constitute a default and shall bear interest, from the due date, not to exceed 18 per cent interest per year. The default shall also give cause for the Association to consider the process of a Lien against the Parcel Owner in default. Every effort shall be considered, by the Board, to resolve the issue, with said Owner, in an equitable manner prior to any fixation of lien.

COPY

Thereafter, The Association may not file a claim of lien against the parcel owner for unpaid assessments unless a written notice or demand for past due assessments, as well as, any other amounts owed to the Association pursuant to its governing documents, has been provided to the Parcel Owner. The written demand or notice by the Board must conform to those set forth in F.S 720.3085.While any assessment is in default, the member shall not be entitled to vote on any Association matters or exercise any other right or privilege of a member.

D. Special Assessments may be levied solely for the purpose of defraying any of the maintenance, replacement and/or improvement of the common areas, which costs were not included in the annual assessments.

Adoption of a Special Assessment shall require a majority approval vote of all members eligible to cast a vote. Special Assessments shall become due within thirty (30) days after they have been adopted and approved by the membership.

(Exception) In the event an unpredictable situation occurs that, in itself, would create a universal hardship on the health, welfare and/or the regimentation to the residents of Palm Grove, the Board of Directors shall be empowered to authorize a Special Assessment without a majority approval vote of the membership. This authorization would be necessitated, by the fact, that obtaining any required funding for this particular occurrence through required documented procedures, as stipulated in Article D above, would create a time lapse that would cause a detrimental impact and hardship on the majority members of the community.

(1) Both annual and special assessments must be fixed at a uniform rate for all Parcels.

9. Enforcement

A. The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed $25 per violation, against any member or any tenant, guest, or invitee for any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1,000 in the aggregate. A fine shall not become a lien against a parcel. Additionally, enforcement may be by proceedings at law or in equity.

B. The uniform method of processing membership complaints will be initiated when the Board of Directors receives a written "Action Request Form" concerning a potential violation of a governing document. The Board of Directors, if deemed appropriate, will notify the Architectural Control Committee of its receipt. The A.C.C. will then detail two (2) members of its Committee to contact the named individual(s) involved in said complaint and ascertain the validity of the alleged violation. If the A.C.C. members determine the accusation, to any extent invalid, they will notify the Board that no further action is required. If, in their discretion, a valid violation does exist, the A.C.C. members will then proceed to contact the named individual(s) by any expeditious means possible and issue a written explanation as to the nature of the complaint and the alternate solutions to its resolve within a thirty (30) day time period or a shorter period of time if required by the circumstances.

COPY

If no action is taken on the part of the named individual(s) to resolve the issue within the stipulated time period, the A.C.C. members will then issue further written notice to the named individual(s) that the case will be referred to the Board of Directors for further action to be taken.

(1) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three volunteer members of the Association, randomly selected by the Board, as need dictates, to comprise the so named "Hearing Committee." The volunteers may not be officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

The Hearing Committee acting in its capacity as an agent of the Board will be empowered to render a "final decision" in and for the matter presented before them. If the committee, by majority vote, does not approve a proposed fine or suspension, it shall not be imposed. However, if the totality of circumstance dictates that a fine and/or a suspension be imposed the Board of Directors will be duly notified within ten (10) working days after the Hearing, of the Hearing Committee's decision and/or instructions on how the matter is to be concluded. The Board will then notify the individual/s by certified mail with return receipt requested of their final determination of any fine or suspension to be imposed. Any further administrative proceedings by either the individual or the board must be in conformity with FS 720.311.

(2) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

C. Enforcement of the provisions of the Florida Statues, this Declaration of Restrictions, the Articles of Incorporation, The By-Laws, The Rules and Regulations, and the Architectural Control Rules shall be by lawful judicial means or in equity.

10. Parcel and Living Use

A.All parcels shall be used only as a single family private dwelling and for no other purpose. No non-residential commercial or advertising business activities that result in additional traffic within the community or excessive noise will be permitted. Services by and for the Association members may be performed for the owner by the owner and for inter-residential purposes only. All resident's services must be performed exclusively internal to the parcel owner's home. The Board in its sole and absolute discretion may restrict any business uses that it determines are interfering with the enjoyment or residential purpose of the Association.

B. No building shall be erected, altered, placed or permitted to remain on any Parcel, other than one (1) detached one story single family dwelling and an attached private garage architecturally the same as originally constructed, excluding attached hurricane protection.

C. Total occupancy of a Living Unit shall not exceed five (5) Residents.

COPY

D. There shall be no posting of any signage, on any Parcel, pertaining to any commercial, or self, advertising enterprises; except Residential Home Security signs as stipulated in Section 4D of this Declaration.

11. Sales, Rentals and Lease

A. There shall be no lease or rental of a Parcel or Living Unit-upon purchase- during the first year of ownership and if there is a lease current and outstanding by the seller then that lease cannot continue with the buyer; However The Association does recognize that there might be instances where the previous owner upon selling may not be able to relocate immediately (subsequent to closing) and the new owner would allow the previous owner to remain in the home for a monthly rental fee at a mutually agreed upon lease period. All other Sub-leasing and/or sub-renting within the first year are prohibited. No individual rooms shall be rented and no transient tenants are permitted.

B. The Board of Directors will establish an "Orientation Committee," to meet with any prospective buyers, renters or leases of Parcels in the Association, to insure that they provide the Committee with written proof of their age to maintain our 55+ Deed Restricted Community provisions. Any prospective buyers, renters or leases of Parcels will also be informed of all contents so listed in the Palm Grove Homeowners Association and the Palm Grove Community Association Governing Documents. The Owner will be responsible to arrange an interview with the said buyer/renter/lessee with the Orientation Committee not less than seven (7) days prior to the "closing transaction" of the Parcel.

C. The Owner shall be responsible to provide any prospective buyer, renter, lessee with a copy of all governing documents of the Palm Grove Homeowners Association and the Grove Community Association and the Disclosure Summary (Reference Florida Statue 720.401) prior to their meeting scheduled with the Orientation Committee.

D. The Orientation Committee shall have the authority to require the buyer, renter or lease to provide written acknowledgement of having attended such meeting (s) and that the said buyer, renter or lessee will thereby conform with all the provisions set forth in the aforementioned documents. This form and the contents thereof must be dated and signed by the buyer, renter or lessee and must be substantially similar to the form stipulated in FS 720.401.
This form shall also include a statement to the effect, that failure to sign, shall not in any manner, relieve the buyer of the responsibility to abide by the provisions of these documents.

12. Governing Documents

The Governing Documents of The Association shall be the Declaration of Restrictions, the Articles of Incorporation, and the By-Laws, the Architectural Controls Rules and The Rules and Regulations. Any amendments to the Association's Documents shall be approved by an affirmative majority vote of the entire membership entitled to vote. All members of The Association shall be subject to the provisions of the Governing Documents, as shall all Guests and Visitors, tenants, lessees and any other residents.

COPY

13. Maintenance of Properties

It shall be the personal responsibility of every Homeowner to maintain their parcel in such manner that any prudent association member would be supportive of their conformity and preservation in maintaining property values in accordance to the reasonable Comparison Standards established and approved by the majority of the Board of Directors. Any refusal by the homeowner to comply with this obligation could result in a complaint and subsequent fine against the homeowner.

It shall be the obligation of the Association to maintain and responsible for the management and control of all of the Association's "common areas" buildings, grounds, equipment and other designated structures and for all of the improvements, repairs, furnishings, equipment and supplies related to their proper conditioning and upkeep. Any person found responsible for the misuse, damage or destruction of any Association's common areas or properties will be required to make appropriate restitution to the Association or be cited and/or fined in accordance with the provisions set forth in Section 8.F. Et al., of this Declaration.

14. Owner's And Lessee's Use Of Common Areas:

A. All Association Parcel Owners/Renter(s)/Lessee(s) shall have a right to use the Common Areas (defined in Appendix A) that are regulated by and under the following provisions:

(1) The right of The Board of Directors to enforce the Rules and Regulations, established by the membership, pertaining to the use of all said facilities.
(2) The right of The Board of Directors to suspend the right of an Owner or lessee to use the facilities for any period during which any duly established Fine(s) or assessment against the owner is delinquent in accordance with the Association's Governing Documents.
(3) The right of the Board of Directors to establish and promulgate the necessary scheduling concerning the use, and time frames, of the recreational facilities and all Clubhouse functions.
(4) The right to enforce all established Rules and Regulations pertaining to the Common Area's parking facilities.

15. Architectural Control Rules

The Board of Directors shall appoint volunteer members of the Association to form a "Architectural Control Committee" whose specific authority is to inspect and inform the Board of Directors of any infraction (s) within the community, they so determine, that are inconsistent and/or violate the Association's Architectural Control Rules that has been effectuated by a majority approval vote of the membership eligible to vote

16. Rules and Regulations

The Association's Rules and Regulations so listed, in the Palm Grove Association Inc., Rules and Regulations Document pertinent to the maintenance and conservation, of the Parcels and Common Properties, for the health, convenience, safety and/or welfare of the community shall be enforced by the Board of Directors.

COPY

17. Nuisances

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

18. Subordination of Lien to Mortgages and Taxes

The Lien of Assessments provided for herein shall be subordinate to tax liens for real estate taxes and mortgage liens, provided said mortgage liens are first liens against the Parcel encumbered thereby, and in favor of an entity which makes first mortgage loans in the ordinary course of business. Sale or transfer of any living unit shall not affect the assessment lien.

In the event that the holder of such a first mortgage obtains title to any Parcel subject to assessments by the association, as a result of foreclosure of the first mortgage or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, its successors and assignees shall only be liable for assessments pertaining to such Parcel applicable to the time prior to acquisition of title as a result of foreclosure or deed or other arrangement in lieu of foreclosure, as provided by F.S 720.3085,unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage.

The purchaser of the foreclosure, otherwise known as the new Parcel Owner, shall not be excused for the payment of assessments coming due during the period of his ownership of the Parcel, whether or not the Parcel is occupied, nor shall the Parcel be relieved from the lien of such assessment. Nothing herein shall impair the right of the Association, as a lien holder, to receive proceeds pursuant to judgment for foreclosure and sale in action brought by a mortgagee.

19. Easements of Necessity

On each and every Association Homeowner's Parcel, as indicated in the Subdivision Plat entitled Palm Grove Plat Book 31, Pages 4, 4A- 4D, in and for the County of St. Lucie, Fl., has, within its individual boundaries, certain "easements of necessity" created upon, across, over, through and under said properties.
They are for such rights of ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including irrigation but not limited to water, sewer, gas, telephone, electricity, television, security, cable or communication lines and systems. Also, these easements have hereby been created and reserved for the Association's maintenance obligations of the common areas.

20. Dispute Resolution

A. In the event that there is any dispute between the Association and a Parcel Owner regarding the use of, or changes to, 1) the parcel, 2) the Common Areas, 3) The Governing Documents 4) covenant enforcement areas 5) Amendments to the

Association Documents, 6) Meetings of the Board of Directors and Committees appointed by the Board, 7) Membership Meetings (except Election Meetings), 8) Access to the Official Records of the Association such dispute shall be subject to a mandatory pre-suit mediation before the dispute is filed in a Court of Law.
B. When mediation is attended by a quorum of the Board, such mediation is not a Board Meeting for purposes of notice set forth in F.S. 720.303. An aggrieved party shall serve on the responding party a *written demand to participate in pre-suit mediation* using the Statutory Offer To Participate in Pre-Suit Mediation Forms.
C. All disputes so filed must be pursuant to Florida Statue 720.311 except Recall of Directors and Election Disputes which must be presented to the Department of Business and Profession Regulations for binding arbitration.

COPY

21. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument approved by a majority vote of all Association members eligible to cast a vote, for said property which has been recorded, agreeing to change said covenants in whole or part.

COPY

22. Amendments

A. This Declaration and all governing documents may only be amended by a majority approval vote of all members eligible to cast a vote. All and any future amendments to any of the governing documents may be instituted by separate and distinct modification to the specific section of the specific governing document.

All Governing Documents pertaining to the Association are subject to amendments as, or when, deemed necessary.

B. All amendments shall be evidenced by a certificate executed by the Board of Directors with the formality of a deed and recorded in the Office of the County Clerk, in and for the County of St. Lucie, Florida.

C. No amendment shall be passed that impairs or prejudices the rights and priorities of any entity holding a first mortgage, which entity makes first mortgage loans in the ordinary course of business.

COPY

23. Severability

Invalidation of any of these covenants by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

COPY

Appendix A

Common Areas

1. Private streets, roadways and lakes as reflected on the Plat of the Subdivision
2. Clubhouse/ Recreation Area (Tract C on Plat)
3. Irrigation systems which service the Subdivision)
4. Lighting which services areas for the beautification and illumination of the Subdivision, except for lighting within the street lighting taxing district.
5. Those areas and parcels designated by the Association in the Plat of the Subdivision
6. Such other property as is owned and or maintained by the Association.

COPY

COPY

This Amended and Restated Declaration was approved by a majority of the Board of Directors on April 29, 2008 and by a majority of the entire membership at a meeting held on April 29, 2008.

Witnesses:

Barbara J. Kennit
Printed Name #1:

THOMAS POLHAMUS
Printed Name #2:

Palm Grove Association, Inc.

By: Douglass L. Barker, President

Jack D. Lee
Printed Name#1:

Thomas Polhamus
Printed Name#2:

By: Cara Lee Marsh, Secretary

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on April 29th, 2008, by D L Barker as President of Palm Grove Association, Inc., [X] who is personally known to notary or [ ] who has produced identification [Type of Identification: _____].

Notary Public State of Florida
Rebecca C Burrell
My Commission DD388531
Expires 03/04/2009
Notarial Seal

Rebecca C. Burrell
Notary Public
Printed Name: Rebecca C. Burrell

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on April 29, 2008, by Cara Lee Marsh as Secretary of Palm Grove Association, Inc., [X] who is personally known to notary or [ ] who has produced identification [Type of Identification: _____].

Notarial Seal
Notary Public State of Florida
Rebecca C Burrell
My Commission DD388531
Expires 03/04/2009

Rebecca C. Burrell
Notary Public
Printed Name: Rebecca C. Burrell

COPY COPY COPY

COPY

Rec Fee $ 78.00 DOUGLAS DIXON
Tr Assump $ _____ St. Lucie County
Doc Tax $ _____ Clerk Circuit Court
Int Tax $ _____ By _____
Total $ 78.00 Deputy Clerk

1182242

DECLARATION OF RESTRICTIONS OF PALM GROVE

THIS DECLARATION, made on the date hereinafter set forth, by WYNNE BUILDING CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner (except for any dedications previously made) of the following described real property:

(SEE LEGAL ATTACHED AS EXHIBIT A)

hereinafter referred to as the "Subdivision".

NOW, THEREFORE, Declarant, hereby declares that all of the property which will be included within the Subdivision and brought within the Association, as both are hereafter defined, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each thereof.

1. DEFINITIONS:

a) "Association" shall mean and refer to Palm Grove Association, Inc., its successors and assigns.

b) "Common Area" shall mean all property owned and/or maintained by the Association for the common use and enjoyment of the lot owners, and designated within Exhibit B attached hereto.

c) "Declarant" shall mean and refer to WYNNE BUILDING CORPORATION who as of the date of this Declaration is the fee simple title holder of the property described herein but will convey the Common Areas to the Association. Declarant may assign his rights herein, and such assignee shall also be considered the Declarant.

d) "Drainage System" shall mean all lakes and surrounding areas reflected on the Plat of the Subdivision as Tracts A-1, A-2 and A-3, together with all conduits, structures and swales necessary for the flow of surface water to and from said lakes.

e) "Living Unit" shall mean any Lot with a single family residence built thereon, except for those owned by Declarant

Return: Range Morgan, Wynne Building Corporation
(E) 8600 South US #1, Ste. 402
Port St. Lucie, FL 34952

COPY

which will not be subject to the Assessments and Lien provided for in Paragraph 4 herein.

f) "Lot" shall mean and refer to any platted Lot within the subdivision upon which a single family residence has been or may be constructed.

g) "Owner" shall mean refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the subdivision, but excluding record owners having such interest merely as security for the performance of an obligation.

h) "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2. MEMBERSHIP IN ASSOCIATION:

Every Owner of a Lot shall automatically, on becoming the Owner of said Lot or Lots be a member of the Association, and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

3. VOTING RIGHTS IN ASSOCIATION:

The Association shall have two classes of voting ownership:

Class "A": Class A members shall consist of every Owner of a Lot with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot.

Class "B": The Class B member shall be the Declarant, and Declarant shall be entitled to five (5) votes for each Lot owned.

4. COVENANT FOR MAINTENANCE ASSESSMENTS:

a) Creation of the Lien and Personal Obligations of Assessments:

The Declarant, for each Living Unit owned within the Subdivision, hereby covenants, and each Owner of any Living Unit by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, annual assessments and/or charges, and special assessments. Such assessments shall be established and collected

COPY

as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are hereby declared to be a lien and charge on the land and shall be a continuing lien upon the Living Unit against which each such assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of the property at the time when the assessment became due.

b) Purposes of Annual Assessments:

The annual assessments shall be levied by the Association and shall be used to maintain replace and/or improve the Common Areas.

COPY

c) Special Assessments:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment against any Living Unit subject to assessment under Paragraph (4) for the purpose of defraying, in whole or in part, the cost of maintenance, replacement and improvement of the Common Areas, which cost was not included in the annual assessment. Such assessments may be authorized by a two-thirds 2/3 vote of the Board of Directors of the Association without the consent of the members of the Association, providing all such funds actually go toward the maintenance, replacement and/or improvement of the Common Areas.

d) Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all Living Units and may be collected on a monthly, quarterly or annual basis.

COPY

e) Date of Commencement of Annual Assessments and Due Dates:

The annual assessments provided for herein shall commence as to all Living Units within the Subdivision subject to assessment under Paragraph 4(b) on the date the Declarant has conveyed title to the first Living Unit within the Subdivision to any Owner other than Declarant, its successors and assigns. A pro-rated portion will be due from the original purchasers at their closings for the balance of the month in which the closing takes place. The Board of Directors shall fix the amount of the annual assessments against each Living Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. The Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Living Unit have been paid. Budget and notice requirements as to annual (not special) assessments will not apply during any mana-

gement agreement with Wynne Building Corp. wherein the budget and assessments are for a fixed amount.

f) Effect of Nonpayment of Assessments and Remedies of the Association:

Any assessment not paid within twenty (20) days after the due date will constitute a default and shall bear interest from the due date at the maximum allowable interest rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or after recording a notice of the default (notice of lien), may foreclose the lien created in Paragraph 4 (a) above against the property. The Association shall be entitled to recover reasonable attorney's fees and costs in connection with the collection of delinquent assessments and enforcement of the lien provided for herein. No Owner may waive or otherwise escape a liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit. While any assessment is in default, the member shall not be entitled to vote or exercise any other right or privilege of a member.

g) Subordination of Lien to Mortgages and Taxes:

The Lien of the assessments provided for herein shall be subordinate to tax liens for real estate taxes and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, and in favor of an entity which makes first mortgage loans in the ordinary course of its business. Sale or transfer of any Living Units shall not affect the assessment lien.

In the event that the holder of such a First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Mortgagee, its successors and assigns, shall not be liable for assessments pertaining to such property applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed to be common assessments, collectible from all members of the Association, including such acquirer, his successors and assigns. The First Mortgagee, however, shall not be excused from the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment. Nothing herein shall impair the right of the Association, as a subordinate lien holder, to receive proceeds pursuant to judgment for foreclosure and sale in action brought by a mortgagee.

COPY

COPY

5. LAND USE:

No Lot or Living Unit shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling and an attached private garage.

6. RULES AND REGULATIONS:

The Association through its Board of Directors shall from time to time adopt reasonable rules and regulations for the maintenance and conservation of the Common Property, and for the health, comfort, convenience, safety and/or welfare of the Owners, all of whom shall be subject to such rules and regulations. The initial rules and regulations are attached hereto as Exhibit C. Any amendments, deletions or additions thereto shall be approved by a majority vote of those present at any regular or special meeting of the Board of Directors of the Association. Copies of any such amendments, deletions or additions shall be furnished to all Owners.

7. MAINTENANCE:

A. Owner's Obligation:

The structures and grounds on each Lot shall be maintained in a neat and attractive manner. Upon any Owner's failure to so maintain his property, the Association may, at its option, after giving the said Owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants removed from any Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The Owner of each Lot shall reimburse the Association for the cost of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such Lot enforceable as hereinafter provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of St. Lucie County, Florida, a notice of its claim of lien by virtue of this Declaration of Restrictions. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date and bear interest at the highest allowable rate from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work and, if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The Association shall be entitled to

OR BK 0790 PAGE 2977

COPY

recover its reasonable attorney's fees and costs in connection with the filing and enforcement of said lien.

B. Association's Obligation:

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area (except the Drainage System which shall be maintained by The Grove Community Association, Inc.) and all improvements thereon including furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

The Association shall either by virtue of a contract with an agent or through its own personnel, be responsible for the maintenance, replacement and improvement of the Association property and the Common Areas (except as otherwise set forth herein). Declarant, its affiliates, subsidiaries, successors, and/or assigns may be the management agent, and nothing shall be deemed to invalidate any management agreement between the Association and the Declarant or its affiliates or subsidiaries for the reason that at the time of entering into the management agreement the employees, Officers or agents of Declarant or its affiliates or subsidiaries are the Officers and/or Directors or employees of the Association.

8. OWNER'S USE OF COMMON PROPERTY:

A. Owners' Easement of Enjoyment:

Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Owner shall have a right of enjoyment in the Common Area.

B. Extent of Owners' Easements:

The Owners' easement of enjoyment created hereby shall be subject to the following:

(1) The right of the Association to establish reasonable rules for the use of the Common Area;

(2) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Living Unit remains unpaid for more than thirty (30) days after notice.

(3) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repairs to Association land or facilities pursuant to approval of the members who are voting in per-

COPY

son or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(4) The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be established by the Declarant, the Association, or such public agency, authority or utility. Nothing herein shall be construed to obligate any such agency, authority or utility to accept any dedication or transfer of the Common Area or the Association Property.

(5) In the event any Common Area is damaged or destroyed by an Owner or any part of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a lien upon the Lot of said Owner which lien shall bear interest at the highest allowable rate and may be foreclosed in the same manner as a mortgage. The Owner will be liable for the Association's reasonable attorney's fees and costs.

9. EASEMENTS:

A. Declarant and/or the Association reserve the right to create easements throughout the Subdivision, including the Common Areas and each Lot as may be required to provide utility services in order to adequately serve the various Lots and Common Areas.

B. A non-exclusive easement is hereby created in favor of all Owners, their family members, lessees and guests for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist within the Subdivision and for vehicular traffic over, through and across such portions of the Subdivision as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Common Areas except as may be specifically designated for such purpose. It is the intention of this Article to create perpetual easements over and across the above-described areas, as and when they may be developed, to facilitate the flow of pedestrian and vehicular traffic and to provide reasonable access to each Lot and to the public ways.

C. Declarant and/or the Association hereby reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Subdivision, for the purpose of completing and maintaining the development of the entire Subdivision and, towards this end, reserves the right to grant and reserve and modify easements and rights-of-way in, through,

COPY

under, over and across the Subdivision for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, irrigation systems, street lighting, telephone, cable television, electric and other utilities and for any other materials or services necessary for the completion and maintenance of such work. Declarant and the Association also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, irrigation systems and drainage lines which may from time to time be in or along the Lots and Common Areas. Declarant also reserves the right for itself, its designees, successors and assigns to continue to use any roadways, irrigation systems, sales offices, model homes, signs and parking spaces located in the Subdivision, in its efforts to market Living Units in the Subdivision. This paragraph may not be amended without the consent of the Declarant.

D. In the event that any portion of any roadway, walkway, parking area, roof drainage system, water lines, sewer lines, utility lines, irrigation systems, Drainage System, street lights and cable television equipment or any other structure as originally constructed by the Declarant or its designee, successor or assign encroaches on any Lot or any part thereof, it shall be deemed that the Owner thereof has granted a perpetual easement to the Owner of the adjoining Lot or the Association, as the case may be, for the continuing maintenance and use of such encroaching roadway, walkway, parking area, roof drainage system, water line, sewer line, utility line, irrigation systems, Drainage System, street lights and cable television equipment or structure. The foregoing shall also apply to any continuing maintenance and replacements. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

10. ARCHITECTURAL CONTROL:

No building, wall, fence or any other structure or improvement of any nature (including individual irrigation systems) shall be erected, placed or altered (including change in color of exterior paint) on any lot until the construction plans and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, wall or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Refusal of approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement including painting or significant changes in

landscaping shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee is composed of Joel F. Wynne, Chester C. Wynne, Harvey A. Newman, Matthew Wynne and Eric Wynne, 8000 South U.S. 1, Suite 402, Port St. Lucie, Florida 34952. A majority of the committee may designate a representative to act for it, and all decisions shall be by a majority of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

11. LIABILITY FOR ACTIONS OF THE ARCHITECTURAL CONTROL COMMITTEE:

Neither the Declarant, the Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or any other party due to any mistakes in judgment, negligence or any action of the Architectural Control Committee in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Living Unit within the Property agrees, by acquiring title thereto or an interest therein, or by assuming possessions thereof, that he shall not bring any action or suit against, Declarant, the Directors or Officers of the Association, the members of the Architectural Control Committee or their respective agents, in order to recover any damages caused by the actions of the Architectural Control Committee. Neither the Architectural Control Committee, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements, alterations or modifications constructed pursuant thereto. Each party submitting plans and specifications to the Architectural Control Committee for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

12. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of twenty five (25) years unless an instrument signed by two-thirds of the Owners (excluding the publicly dedicated lands) in the said property has been recorded, agreeing to change said covenants in whole or in part.

OR BK 0790 PAGE 2981

COPY

13. AMENDMENT:

A. This Declaration may be amended at any regular or special meeting of Members called or convened in accordance with the By-Laws by an affirmative vote of a majority of all Owners.

B. All amendments shall be evidenced by a certificate executed by the Board of Administration with the formalities of a Deed and recorded among the Public Records of St. Lucie County, Florida; provided, however that:

(1) No amendment shall be passed which shall impair or prejudice the rights and priorities of any entity holding a first mortgage which entity makes first mortgage loans in the ordinary course of its business.

(2) No amendment shall be passed without the consent and joinder of the Declarant so long as Declarant holds one or more membership interests in the Association.

C. Notwithstanding anything to the contrary herein, the Declarant reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions, to make changes reasonably requested by Mortgagees and not adversely affecting the rights of Owners or First Mortgagees as specified in Paragraph B-1 above. In addition, the Declarant reserves the right to amend this Declaration and any Exhibits hereto in any manner whatsoever, so long as said amendment or amendments are not materially adverse to the Owners. Such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Owners or Mortgagees, whether or not such approval is elsewhere required for amendments.

14. MODIFICATION OF SUBDIVISION:

A. The Declarant shall have the right but not the obligation to bring within the scheme of this Declaration any additional properties adjacent to the now existing boundaries of the Subdivision described in Exhibit A. In connection therewith, Declarant reserves the right to extend the existing infrastructure in the Subdivision to the additional parcel. Within such additional properties Owners (including Declarant) shall have the same rights and obligations as the Owners of Lots within the Subdivision and shall contribute on an equal proportionate basis to the Common Expenses of the Association. The additions authorized under this Article may be made by the Declarant, at any time Declarant holds membership interest(s) in the Association, without the consent of the Association, or by a majority vote of the Owners. The Declarant or the Association shall record a Supplemental Declaration of Restrictions, in the Public Records of St. Lucie County, Florida. Such Supplemental Declaration shall extend the scheme of the covenants, restrictions, easments, charges and liens of this Declaration to such

property or modify the Declaration with respect to such additional properties as hereinafter set forth. Such Supplemental Declaration may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of the Subdivision or the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the scheme of this Declaration.

B. The Declarant shall have the right to remove any or all of the property described in Exhibit A from the provisions of this Declaration, provided that it holds legal title to the property being removed and provided further that said removal will not prohibit ingress and egress from and to the remaining portions of the Property or materially impair Water and Sewage System Rights of the remaining portions of the Subdivision. The removal of property authorized under this paragraph may be made by the Declarant without the consent of the Association, or Members of the Association by recording a Release of Covenants and Restrictions in the Public Records of St. Lucie County, Florida.

15. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or attempting to violate any covenant either to restrain violation or to recover damages. In connection therewith, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

16. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this 8 day of April, 1992.

Donna M. DiSangro
Printed Name: Donna M. DiSangro

Julie Sundberg
Printed Name: Julie Sundberg

WYNNE BUILDING CORPORATION

By: _____
Joel F. Wynne, President
8000 South U.S. 1
Port St. Lucie, Fl. 34952

COPY

STATE OF FLORIDA :
: SS:
COUNTY OF ST. LUCIE :

THE FOREGOING INSTRUMENT was acknowledged before me this 8 day of April, 1992, by JOEL F. WYNNE as President of WYNNE BUILDING CORPORATION, a Florida Corporation, on behalf of the corporation. He is X personally known to me or _____ who has produced _____ as identification and _____ did x did not take an oath.

Margaret A. Morgan

Printed Name: Margaret A. Morgan
Notary Public, State of Florida
Commission Number: AA 663854
Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 15,1996
BONDED THRU GENERAL INS. UND.

COPY

This Instrument Prepared by:

Robert C. McClymonds, Esquire
Sirkin & McClymonds, P.A.
7900 Red Road, Suite 25
South Miami, Florida 33143

COPY

COPY

EXHIBIT A

All of Palm Grove, according to the plat thereof, as recorded in Plat Book 31, at Pages 4, 4a, 4b, 4c and 4d of the Public Records of St. Lucie County, Florida.

COPY

COPY

COPY

EXHIBIT B

COMMON AREAS

1. Private streets and roadways as reflected on the Plat of of the Subdivision.

2. Clubhouse/Recreation area (Tract C on Plat).

3. Irrigation systems which service the subdivision.

4. Lighting which services areas for the beautification and illumination of the subdivision, except for lighting within the street lighting taxing district.

5. Those areas and parcels designated as owned by the Association in the Plat of the Subdivision.

6. Such other property as is owned and/or maintained by the Association.

COPY

COPY

COPY

EXHIBIT C

RULES AND REGULATIONS

1. Speed Limit shall not exceed 20 miles per hour.

2. No solicitation, commercial or otherwise, is permitted.

3. No outside airing or drying of laundry.

4. Permitted Use of Recreational Facilities:

COPY

	Residents Include Owners and Renters	Guests Over 21	Guests Under 21
Clubhouse*	Yes	Yes	No
Swimming Pool	Yes	Yes	8 AM - 1 PM
Tennis Court	Yes	Yes	No
Shuffleboard	Yes	Yes	No

* All residents, renters and guests shall wear an identification badge when in recreation areas or engaged in recreational activities.

Residents are invited to use all recreational facilities with reasonable caution. Your own physical condition and level of skill may suggest prudence in your use or lack of use of a particular facility.

While using the recreational facilities, all guests must be accompanied by a resident with whom they are visiting. All rules posted in recreation areas must be adhered to and observed.

COPY

5. Temporary or permanent exterior additions of any type require the written approval of the Architectural Control Committee prior to installation.

6. Parking of motor vehicles shall be on paved areas only. With the exception of the temporary parking of trucks or similar commercial vehicles while performing work or repairs in the subdivision, only private passenger vehicles (cars, passenger vans, and sport/utility vehicles) may be parked outside in the driveways or designated parking areas. Other types of vehicles may be parked in the garage with the door closed. Repairs of motor vehicles shall only be performed in the garage with the door closed.

COPY

7. No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. Such container shall be placed in an underground receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front Lot line of said Lot.

8. Each Lot may be landscaped and shall be maintained in an attractive manner. The Architectural Control Committee shall have the authority to require changes in landscaping. Please check with the Association and the applicable utility companies regarding easements and the location of underground utilities before planting. No removal of any foliage is permissable (except for routine trimming and removal of dead trees or plants) without the consent of the Architectural Control Committee.

COPY

9. Your house number must be large enough to be visible from the street.

10. T.V.'s, radios, stereos, etc. must be played at a moderate level.

11. No lease of a Living Unit shall be for less than four (4) months in duration, nor shall any Owner be permitted to lease his Living Unit more than two (2) times in one calendar year. All renters must adhere to the policies and regulations and must sign a copy of these regulations.

12. No signs of any type may be displayed without the written consent of the Association, except that "For Sale" sign not larger than 12" X 18" is permitted within the window of each home. One sign of not more than eight (8) square feet advertising the property for sale by Declarant, Developer, or any original builder during construction shall be permitted.

COPY

13. It shall be the resident's responsibility to keep informed of any published changes in policies and regulations which are duly promulgated.

14. Palm Grove has been designed as an exclusively older persons adult community. Each home must be occupied by at least one person 55 years of age or older in order to qualify for residency in the community. Further, all permanent residents must have obtained the age of 35 prior to residency in the community. Management reserves the right to allow a severely handicapped person who has not obtained the age of 35 to reside with his/her parent(s). Visiting children are admitted for reasonable lengths of time, provided they do not become annoying to other residents.

COPY

15. The owner or resident of a Living Unit may have one cat and/or one dog (no more than 35 pounds) per Living Unit provided the pet is kept and walked in a manner to not be a nuisance to any neighbor.

16. Water use may be restricted and regulated by the Association or governmental and regulatory authorities. All residents must abide by these restrictions and regulations.

17. Lawn irrigation systems use non-potable water from the lakes within the Subdivision and the Association owns the distribution mains, pumping station(s), electric valves, and main and satellite time clocks. To maximize efficiency and conservation, the sprinkler heads may cover more than one lot. Each owner shall not do anything to change the sprinkler coverage as originally designed and installed.

COPY

COPY

1182242

92 MAY 20 A9:28

FILED AND RECORDED
DOUGLAS CRAIG CLERK
ST. LUCIE CO., FL

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3345896 OR BOOK 3090 PAGE 780, Recorded 05/18/2009 at 09:35 AM

COPY

CERTIFICATE OF AMENDMENT
TO THE
PALM GROVE ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS

The Amended and Restated Declaration of Covenants and Restrictions for Palm Grove has been recorded in the public records of St. Lucie County, Florida at Official Records Book 2976, Page 2797 et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Board of Directors and by the Membership by vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

1. Section 8(C) is amended to read as follows:

8. Assessments

C. The annual assessments shall commence on January 1st each year. The Board of Directors shall fix the amount of the annual assessment per Parcel at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent prior to January 1st to each Owner. The Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specified Parcels have been paid.

Any Assessment not paid within thirty (30) days after the due date will constitute a default and shall bear interest, from the due date, not to exceed 18 per cent interest per year. The default shall also give cause for the Association to consider the process of a Lien against the Parcel Owner in default. Every effort shall be considered, by the Board, to resolve the issue, with said Owner, in an equitable manner prior to any fixation of lien.

Thereafter, the Association may not file a claim of lien against the parcel owner for unpaid assessments unless a written notice or demand for past due assessments, as well as, any other amounts owed to the Association pursuant to its governing documents, has been provided to the Parcel Owner. The written demand or notice by the Board must conform to those set forth in F.S. 720.3085. While any assessment is in default, the member shall not be entitled to vote on any Association matters or exercise any other right or privilege of a member.

(The balance of Section 8 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove was adopted by the Board of Directors and by the membership by a vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of April 27, 2009.

WITNESSES AS TO PRESIDENT:

Printed Name: Lorraine H. Forte

Printed Name: Hillary S Madison

PALM GROVE ASSOCIATION, INC.

By: Gail Lee March, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Gail Lee March as President of Palm Grove Association, Inc. [X] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

LORRAINE H. FORTE
MY COMMISSION EXPIRES
February 26, 2010
#DD 515753
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

WITNESSES AS TO SECRETARY:

Printed Name: Lorraine H. Forte

Printed Name: Hillary S. Madison

PALM GROVE ASSOCIATION, INC.

By: _____, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Charlie Diaz, as Secretary of Palm Grove Association, Inc. [X] who is personally known to me, **or** [ ] who has produced identification [Type of Identification: _____].

Notarial Seal

LORRAINE H. FORTE
MY COMMISSION EXPIRES
February 26, 2010
#DD 515753
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public