



**CERTIFICATE OF AMENDMENTS TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RETREAT AT SEABRANCH**

The Declaration of Covenants, Conditions and Restrictions has been recorded in the public records of Martin County, Florida at Official Records Book 1573, Page 1504, et. seq., amended at Official Records Book 1681, Page 2122, et. seq., Official Records Book 1729, Page 2239, et. seq., Official Records Book 1803, Page 89, et. seq., and Amended and Restated at Official Records Book 2772, Page 406, et. seq. The same Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by at least fifty-one percent (51%) of the Owners by written consent.

1. Article VI, Sections 6.1C and 6.2 are amended to read as follows:

**ARTICLE VI
MAINTENANCE**

- 6.1 Association's Responsibility.

C. The Association may maintain additional property which it does not own, including, without limitation, property dedicated to the public such as the landscaped portions of the road right of way for Seabranh Boulevard in accordance with Paragraph 5.11.

- 6.2 Owner's Responsibility.

Each Owner shall maintain, repair and replace his or her own Unit and structures, parking areas, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants, unless such maintenance, repair or replacement responsibility is otherwise assumed by the Association. Additionally, the Owner shall maintain, repair and replace the portion of the driveway across Common Area that serves the Unit. If any Owner fails to perform his or her maintenance, repair or replacement responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with the further provisions of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

Owners with a paver driveway shall continuously maintain the pavers on the portion of the driveway, including but not limited to, that portion located from the Owner's garage door to the concrete Miami gutter, in a level and even manner to prevent any trip hazards. Any Owner with a coated or sealed driveway shall apply and continuously maintain a slick-resistant coating on the entire paver portion of the driveway, including any portion of the paver driveway that is within the road right-of-way which is common area. Any Owner with a coated or sealed driveway on the effective date of this amendment must apply a slick-resistant coating within ninety (90) days of the effective date of this amendment. Thereafter, Owners must periodically reapply the slick-resistant coating to maintain the effectiveness of the slick-resistant coating.

(The balance of Article VI remains unchanged)

2. Article XVIII, Section 18.2 is amended and a new Section 18.5 is added to read as follows:

ARTICLE XVIII CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in the Retreat at Seabranh, the sale or lease of Units shall be subject to the following provisions:

18.2 Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than four (4) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. It shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

18.5 Capital Contributions.

Each new Owner acquiring title to a Unit after the effective date of this amendment, shall pay to the Association upon acquisition of title, an amount equal to one quarter of the annual Base Assessments levied by the Association for the Unit. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not refundable and are not to be considered as advanced payment of regular assessments.

(The balance of Article XVIII remains unchanged.)

3. The foregoing amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Retreat at Seabranh were approved by at least fifty-one percent (51%) of the Owners by written consent.

4. All provisions of the Declaration of Covenants, Conditions and Restrictions for Retreat at Seabranh 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 7th day of December, 2017.

WITNESSES AS TO PRESIDENT:

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

Joyce R. Koller
Printed Name: Joyce R. Koller

By: John H. Clifford
John H. Clifford, President

Printed Name: BRENDA K BALLARITE

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me on Dec. 7, 2017, by John H. Clifford, as President of the Retreat at Seabranh Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Joyce R. Koller
Notary Public

WITNESSES AS TO SECRETARY:

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

Joyce R. Koller
Printed Name: Joyce R. Koller

By: Thomas F. DeTuffe
_____, Secretary

Printed Name: BRENDA K BALLARITE



STATE OF FLORIDA
COUNTY OF Martha

The foregoing instrument was acknowledged before me on Dec. 7, 2017, by Thomas Deloffi, as Secretary of The Retreat at Seabranh Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL Drivers license].

Notarial Seal

Joyce R. Koller
Notary Public

