



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RETREAT AT SEABRANCH

The purpose of this Amended and Restated Declaration is to continue the purposes of the Declaration of Covenants, Conditions and Restrictions for Retreat at Seabbranch recorded in Official Records Book 1573, Page 1504 et. seq. and amended at Official Records Book 1681, Page 2122, et. seq., OR Book 1729, Page 2239, et. seq., and OR Book 1803, Page 89, et. seq. in the Public Records of Martin County, Florida. All provisions of this Amended and Restated Declaration and all exhibits hereto shall be construed to be covenants running with the land.

RECITALS

WHEREAS, certain real property in Martin County, Florida, has been developed and marketed under the name the "Retreat at Seabbranch", and a planned residential community has been created with recreational and community amenities; and

WHEREAS, the real property which ultimately was developed as the Retreat at Seabbranch ("Total Lands") is described in Exhibit "A-1" attached to this Declaration; and

WHEREAS, the Board of County Commissioners of Martin County has executed the Retreat at Seabbranch Residential Planned Unit Development Zoning Agreement, and has approved the master site plan for the Retreat at Seabbranch by resolution dated December 19, 2000, for the Total Lands ("Master Site Plan Approval"); and

WHEREAS, the Total Lands have been developed in accordance with the Master Site Plan Approval; and

WHEREAS, the portion of the Total Lands which is legally described in Exhibit "A-2" hereto (the "Committed Lands") has been subjected to the covenants, conditions, provisions and restrictions contained in this Declaration; and

WHEREAS, all portions of the Total Lands which are not Committed Lands (the "Uncommitted Lands") may be used in any manner consistent with applicable law; and

WHEREAS, this Declaration imposes upon the Committed Lands mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Committed Lands, and establishes a flexible and reasonable procedure for the overall development; administration, maintenance, and preservation of the Committed Lands;

NOW THEREFORE, the Committed Lands and any additional portions of the Total Lands which may be subjected to this Declaration shall be held, sold, used, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Committed Lands. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title or interest in the Committed Lands, or any part thereof, subjected to this Declaration. This Declaration does not, and is not intended to, create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE 1 DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 “Articles” shall mean the Articles of Incorporation of The Retreat at Seabranh Homeowners Association, Inc. as filed with the Florida Secretary of State, and attached as Exhibit “B” as amended from time to time.

1.2 “Assessment” means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Members of the Association. Assessments may sometimes be referred to as “Base Assessments”.

1.3 “Association” shall mean and refer to The Retreat at Seabranh Homeowners Association, Inc., its successors and assigns.

1.4 “Association Property” shall mean all the real and personal property transferred to the Association for the benefit of all Members.

1.5 “Board” shall mean the Board of Directors of the Association.

1.6 “Business” and “Trade” shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis, which involves the provision of goods or services to persons other than the provider’s family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

1.7 “By-Laws” shall mean and refer to the By-Laws of the Association, attached as Exhibit “C” as amended from time to time.

1.8 “Committed Lands” means those portions of the Total Lands which have been submitted to this Declaration, as described in Exhibit “A-2” to this Declaration.

1.9 “Common Area or Common Areas” shall mean all real and personal property which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term “Common Area” may sometimes be used interchangeably with the term “Association Property” or “Common Property”.

1.10 “Common Expenses” shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary or appropriate pursuant to this Declaration, the By-Laws, and the Articles.

1.11 “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Retreat at Seabranh. Such standard may be reasonably and more specifically determined by the Board.

1.12 “Conservation Area” shall mean that portion of the Common Area, if any, which is subject to a Deed of Conservation Easement in favor of the South Florida Water Management District, and which is intended to be preserved and maintained by the Association in a natural state in perpetuity.

1.13 “County” shall mean Martin County, Florida.

1.14 “Declaration” shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

1.15 “Homeowners Documents” means in the aggregate this Declaration, the Articles, and the By-Laws of the Association; as well as all of the instruments and documents referred to herein and executed in connection with the Retreat at Seabranh.

1.16 “Institutional Mortgagee” shall mean any lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Martin County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

1.17 “Member” shall mean a member of the Association.

1.18 “Mortgage” means a mortgage, a deed to secure a debt, or any form of security deed.

1.19 "Mortgagee" means a beneficiary or holder of a Mortgage. The term, "Mortgagee", shall include the term, "Institutional Mortgagee", defined above.

1.20 "Mortgagor" means a Person who gives a Mortgage.

1.21 "Owner" shall mean and refer to one (1) or more Persons (defined below) who hold the record title to any Unit (defined below) which is created on the property subject to this Declaration, but excluding any party holding an interest merely as security for the performance of an obligation.

1.22 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.23 "Recreational Facility" shall mean and refer to the tennis, swimming, social, and other recreation facilities, constructed within the Common Areas.

1.24 "Retreat at Seabran" shall mean and refer to the planned unit development which was approved by the Master Site Plan Approval, and which may also be referred to herein as the "Retreat".

1.25 "Roads" shall mean and refer to any street or thoroughfare which is constructed within the Common Areas, and which is dedicated to the Association, or to any governmental agency, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or similar designation.

1.26 "Rules and Regulations" shall mean the rules, regulations, and policies which are attached to and incorporated into this Declaration as Exhibit "E", and as may be adopted by the Board from time to time by resolution duly made and carried.

1.27 "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

1.28 "Special Assessment" or "Specific Assessment" shall mean and refer to the assessments levied in accordance with the further terms of this Declaration.

1.29 "Total Lands" means the real property which is legally described in Exhibit "A-1" hereto, which may ultimately be subjected to the covenants, conditions and restrictions contained in this Declaration.

1.30 "Uncommitted Lands" means all portions of the Total Lands which have not been added to the Committed Lands.

1.31 "Unit" shall mean a portion of the Committed Lands intended for development, use and occupancy as an attached or detached residence for a single family (as well as any land conveyed with such a residence), and shall, unless otherwise specified, include, without limitation, zero-lot-line homes, single family attached homes, as well as vacant land intended for development as such, all as may be provided in this Declaration and in any Subsequent Amendments covering all or a part of the Total Lands. The term shall include all portions of the property owned including any structure thereon.

1.32 "Water Management System" shall mean and refer to those lakes, canals, and other facilities created and used for drainage, as shown on or described in the South Florida Water Management District Conceptual Surface Water Management Permit for the Retreat at Seabranh, and as amended from time to time. A copy of the surface water permit and its conditions are attached hereto and marked Exhibit "D". A copy of the wetlands maintenance and monitoring plan, if any, shall be attached to and shall be incorporated into Exhibit "D".

ARTICLE II GENERAL DEVELOPMENT PLAN

2.1 General Plan for Development. The Total Lands are comprised of Committed Lands and Uncommitted Lands.

A. The Committed Lands are those portions of the Total Lands subject to the covenants, conditions, provisions, and restrictions of this Declaration, which lands are described in Exhibit A-1.

ARTICLE II PROPERTY RIGHTS

3.1 Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration or in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

C. The right of the Association to suspend:

(i) the right of an Owner to use Recreational Facilities within the Common Areas for any period during which an Assessment or any other charge against such Owners Unit remains delinquent in excess of ninety (90) days; and

(ii) The enjoyment rights of any Owner to use Recreational Facilities within the Common Areas for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation (other than a delinquent Assessment) of the Declaration, any applicable amendment, the Articles, the By-Laws, or the Rules and Regulations of the Association after notice and hearing pursuant to Florida Statute 720.305 (2014) as amended from time to time.

D. The right of the Association to maintain the Common Property.

E. The right of the Board to adopt rules and regulations affecting the use and enjoyment of the Common Area, including, without limitation, rules restricting use of Recreational Facilities within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area. Smoking is prohibited in the following Common Areas: clubhouse, fitness center, kitchen, office, front porch area, rear porch area, pool area and within ten (10) feet of these listed areas.

F. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate traffic regulations for the Roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners, whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied upon the Owner who violates the traffic regulations, or upon the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard. as provided by Florida Statute 720.305 (2014) as amended from time to time.

G. The right of the Association to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

H. The restrictions contained on any plat, or filed separately, with respect to all or any portion of the Committed Lands.

I. All of the provisions of this Declaration, the Articles, and By-Laws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. The Owners' easement of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, and the Units for present and future utility services to the Committed Lands, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, electric lines, telephone lines, cable television lines, and other services. Easements for such utility services are reserved for all buildings and improvements which have been or may be constructed on the Committed Lands, and the Association may grant specific easements to utility companies and to other Persons as may be reasonably necessary.

K. The sidewalks in the Retreat at Seabbranch and within the Committed Lands are subject to an easement for use by all Owners of property within the Retreat at Seabbranch, their guests, licensees and invitees.

L. In case of any emergency originating in, or threatening the Committed Lands or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the Committed Lands or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

3.2 Title to Common Area. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other charges which are liens against the Common Area, from and after the recording of this Declaration. Title to the Common Area has been conveyed to the Association by quitclaim deed. Certain portions of the Common Areas may be reserved as limited common areas for the exclusive use and benefit of a certain Unit owners.

ARTICLE IV ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Committed Lands. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable Rules and Regulation as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and Florida Law.

4.2 Membership. The owner of the fee simple title of record of each Unit shall be a mandatory member of the Association. Each Unit Owner shall become a Member of the Association upon acceptance of the deed to his Unit. As a Member of the Association, the Owner shall be governed by the Homeowners Documents; and shall be entitled to one (1)

membership for each Unit owned. In the event the Owner of a Unit is more than one (1) Person, voting rights, and rights of use and enjoyment shall be as provided herein. The rights and privilege of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary of the Association.

4.3 Voting. The Association shall have one (1) class of membership.

Members shall be all Owners Members shall be entitled to one (1) vote for each Unit owned by such Member. Members shall cast individual votes for the election of directors, for amendments to the Declaration, Articles, or By-Laws of the Association; and for all other matters to be voted on by the membership.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall own, manage, and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard. Any violation by any Person of any governmental agency permits applicable to the Retreat at Seabranh shall be a violation hereof, and the Association shall have the right to enforce the provisions hereof against any such Person in violation thereof in the same manner as set forth herein below for the enforcement of the provisions of this Declaration.

5.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association may be conveyed improved or unimproved real estate and the surface water management system located within the Committed Lands, personal property, and leasehold and other property interests. Such property shall be accepted by the Association, and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveying deed or instrument.

5.3 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules governing the use of the Committed Lands, in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants, conditions and restrictions set forth in this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, and licensees.

5.4 Implied Rights: Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from

or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

5.5 Governmental Interests. The Association may designate sites within the Committed Lands for fire, police, utility facilities, and other public facilities. The sites may include Common Areas.

5.6 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

5.7 Dedication of Common Areas. The Association may dedicate portions of the Common Areas to the County, or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

5.8 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Retreat at Seabranh designated to make the community safer than it otherwise might be. The Association shall in no way be considered insurers or guarantors of security within the Retreat, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, alarm system, or other security system, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss, or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its lessees that the Association, its Board of Directors and committees are not insurers and that each person using or occupying a Unit in the Retreat assumes all risks for

loss or damage to persons, to Units, and to the contents of Units resulting from the acts of third parties.

5.9 **Surface Water Rights.** The Association shall have all rights to ground water, surface water, and storm water runoff within the Committed Lands. No Person other than the Association shall claim, capture, or collect rainwater, ground water, surface water or storm water runoff within the Committed Lands without prior written permission of the Association. The Association may establish programs for reclamation of surface water and storm water runoff for appropriate uses within the Committed Lands, and may require Owners and occupants of Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Unit shall have any right to be compensated for water reclaimed from Units. The Board shall also have the right to establish restrictions on the use of surface water within the Committed Lands, including lakes, canals, and other opens surface waters. All such surface waters are designed as water retention and water management areas, and are not designed solely as aesthetic features. From time to time, low ground water elevations or drought conditions may cause the Common Area lakes, canals, and other water management areas to be shallow.

5.10 **Water Management System.** The Association shall be responsible for owning, operating, maintaining, and monitoring all aspects of the Water Management System, including, without limitation, any wetland mitigation or monitoring which may be required by the South Florida Water Management District pursuant to the permit attached as Exhibit "D" hereto. The Association shall be the entity responsible for: (i) assessing and collecting all fees for the operation, maintenance, and, if necessary, the replacement of the Water Management System; and (ii) complying with all conditions of such permit including, without limitation, making all reports associated with the maintenance and monitoring of the Water Management System and any wetland mitigation monitoring. The Association shall be responsible for successfully completing the mitigation, maintenance, monitoring, and satisfaction of all permit conditions set forth in Exhibit D.

5.11 **Seabranh Boulevard Landscape Maintenance Agreement.** The Landscape Maintenance Agreement recorded in Official Record Book 1141 at Page 1100 of the Public Records of Martin County, Florida, and as amended, provides for the Association to pay a proportionate share of the cost of maintaining landscape materials planted within the right-of-way of Seabranh Boulevard; and in furtherance thereof the Association has been assigned a membership interest in the Seabranh Boulevard Master Maintenance Association, Inc. ("Master Association"). For all lands submitted to this Declaration, the Association shall have the membership interest in the Master Association, and shall be obligated to pay the proportionate share of the cost of maintaining the landscaping materials planted within the right-of-way of Seabranh Boulevard.

ARTICLE VI
MAINTENANCE

6.1 Association's Responsibility.

A. The Association shall maintain and keep in good repair the Common Areas. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all Roads and rights-of-way; all plantings and sodding of such rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; perimeter walls or fences; sidewalks; lakes; water features; Recreational Facilities; office facilities; street lights; road and identification signage; security facilities and equipment; drainage facilities and water control structures; water and lake treatment facilities; Association parking facilities; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area.

B. The Association shall maintain the lawn and landscaping materials on each lot. The Owner shall replace any dead or dying lawn or landscaping materials with approved plantings. The Association shall maintain, repair and replace the irrigation system on each lot. The Association shall perform periodic cleaning and painting of certain portions of the Units as provided in this Declaration.

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 5.12.

D. The cost to the Association of (i) maintaining repairing or replacing the Common Areas, (ii) maintaining the lawn and landscaping materials installed on each lot, (iii) maintaining, repairing or replacing the irrigation system installed on each lot, and (iv) maintaining property dedicated to the public (such as easements) as approved by the Board, shall be assessed equally among the Unit Owners, as part of the Common Expenses pursuant to the provisions of this Declaration. The cost to the Association of cleaning and painting certain portions of the Units, as provided herein, shall be assessed as a Specific Assessment against the Owners of the specific Units benefitted.

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.

6.3 Failure to Maintain Common Areas.

A. The Association shall not dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first receiving approval from the Board of County Commission of Martin County, Florida (the "Board of County Commissioners"). The Board of County Commissioners, as a condition precedent to the disposal of Common Areas may require dedication of common open areas or utilities to the public as deemed necessary.

B. If the Association fails at any time to maintain the Common Areas in reasonable order and condition in accordance with the approved final development plan for the Retreat at Seabbranch, then the Board of County Commissioners of the County may serve written notice by certified mail, return receipt requested, on the Association and on each Owner within the Retreat at Seabbranch, which notice shall set forth the manner in which the Association has failed to maintain the Common Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice, or in the alternative, that the Association appear before the Board of County Commissioners at a specified time (at least ten (10) days, but not more than thirty (30) days after sending of such notice) either to contest the alleged failure to maintain the Common Areas, or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period, or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the tax values of the real property within the Retreat at Seabbranch, and to prevent the Common Areas from becoming a public nuisance shall hold a public hearing to consider the advisability of the County entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of the hearing shall be sent by certified mail, return receipt requested, to the Association and to each Owner within the Retreat at Seabbranch, and shall be published one (1) time in a newspaper of general circulation published in the County. Such notice shall be sent and published at least fifteen (15) days prior to the hearing. At such hearing the Board of County Commissioners may determine that it is, or is not, advisable for the County to enter upon the Common Areas, take possession of same and maintain them for a period of one (1) year. The County shall have a right of entry, possession, and maintenance, provided that the above procedures have been followed, and such entry, possession, and maintenance shall not constitute a trespass. Such entry, possession, and maintenance shall not give the public any right to use the Common Areas.

The Board of County Commissioners may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of the Common Areas to the Association, its successors or assigns, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The costs of such maintenance by the County shall be assessed equally against all Units within the Retreat at Seabranh, and shall become a charge or lien on the Units, and such charge shall be paid by the Owners of said Units within thirty (30) days after receipt of a statement therefor.

ARTICLE VII EASEMENTS

7.1 Easements for Owners. A perpetual non-exclusive easement has been granted to the Association and to the Unit Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, roads, rights-of-way and other Common Areas. An additional perpetual non-exclusive easement has been granted to the Association over, across, through, and under all portions of the Retreat at Seabranh for the purpose of performing inspections and the maintenance and repair requirements of the Association as described in this Declaration. Except in the event of an emergency, the Association, its assigns or representatives may enter upon a Unit Owner's property only after reasonable notice has been given to the Owner.

7.2 Easements for Utilities.

A. Access and maintenance easements are reserved to the Association upon, over, across, and under all of the Committed Lands to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Roads, walkways, sidewalks, lakes, wetlands, drainage systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable tv, or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Association owns or within easements designated for such purpose on recorded plats or other recorded documents for the Committed Lands. This easement shall not entitle the holders of such easements to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

B. A perpetual non-exclusive easement has been granted to all utility or service companies servicing the Retreat upon, over, across, through, and under the Common Areas and such other portions of the Committed Lands on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service

line and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, facilities, circuits, and conduits on, in and under the Common Areas, providing such company restores any disturbed area substantially to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

7.3 Easements for Encroachments. An easement has been granted for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area or another Unit, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of: (a) if the encroachment is on the Common Area, then, not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary; (b) if the encroachment on another Unit is a driveway, then not more than two feet, as measured from any point on the common boundary of the encroaching driveway and the other Unit along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the surface water management systems, without the written consent of the South Florida Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or the Association.

7.4 Easements for Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of Retreat, provided, however, no Person may alter the natural drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of Retreat without the consent of the Owner of the affected property.

7.5 Right of Entry. The Association shall have the right, but not the obligation to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to this Declaration, and to inspect for the purpose of ensuring compliance with this Declaration, By-Laws, and the Rules and Regulations and amendments thereto, which right may be exercised by any member of the Board its officers, agents, employees, and managers, and all policemen, firemen, emergency medical personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after a written request of the Board, but shall not authorize entry into any

dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

ARTICLE VIII ASSESSMENTS

8.1 Creation of Assessments. There are hereby created Assessments for Common Expenses as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be three (3) types of Assessments; (a) Base Assessments to fund expenses for the benefit of all Members of the Association; (b) Specific Assessments for expenses benefitting only certain Units; and (c) Special Assessments as described in paragraph 8.3 below.

A. Base Assessments shall be levied equally on all Units. Specific Assessments shall be levied equally on all specific Units for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in paragraph 8.3 below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay those assessments.

B. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

C. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquent Members. Unless the Board otherwise provides, the Base Assessments shall be payable not less frequently than quarter-annually in advance. Base Assessments shall be billed on the fifteenth day of December, March, June and September of each year for Assessments due and payable on the first day of January, April, July, and October, respectively of each year. Assessments not paid within thirty (30) days of their respective due dates will incur a late charge not to exceed Twenty-five (\$25.00).

D. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the

responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

8.2 Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Common Expenses and Specific expenses, if any. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year.

Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget may include, without limitation, the following listed line items:

A. All expenses necessary to meet the Association's responsibility to maintain the Common Areas in accordance with the requirements of this Declaration. Including, by way of illustration and not as limitation, such Common Area expenses as: maintenance of the surface water management system, irrigation, landscape maintenance, fertilization, pest control, Seabranche Boulevard right-of-way landscape maintenance, and the like, in a manner consistent with the Community-Wide Standard.

B. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, electricity, telephone, sewer, cable tv, and any other type of utility or service charge. Notwithstanding any provision to the contrary in this Declaration or in the By-Laws of the Association, bulk rate charges for cable television service or security system monitoring service to Unit Owners may be assessed as Association Expenses, if the Association becomes a party to a single billing service for such services provided to all of the Owners.

C. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association. As well as all expenses necessary to retain and continue to retain a lending institution in the County, having a trust department or such other persons as may be authorized by this Declaration to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

D. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Lot. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

E. All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are not and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

F. The cost to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

G. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other common expenses (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each owner acknowledges, understands and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same.

8.3 Special Assessments.

A. The Association may levy a Special Assessment or Special Assessments; provided, such Assessment shall have the affirmative vote or written consent of at least fifty-one (51%) percent of the total votes in the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be a Common Expense for which the Association shall levy a Special Assessment against all Unit Owners to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. Such Special Assessments shall be levied by the Board and no affirmative vote or written consent of the Members shall be required. The Association

shall establish an account with ~~an~~ a financial institution located in the County, and deposit into such account all repair sums and all insurance proceeds collected by the "Insurance Trustee" so that the amounts on deposit will equal the cost of repair. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

C. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

8.4 Date of Commencement of Base Amounts. The Base Assessments provided for herein shall commence as to each Unit at the time that a certificate of occupancy is issued for the Unit by the appropriate governmental authority. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on a Unit.

8.5 Subordination of the Lien to First Mortgagees. Unless such Assessments are secured by a Claim of Lien recorded prior to the recordation of the Mortgage, the lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record obtains title pursuant to remedies under the Mortgage, its successors and assigns shall only ~~not~~ be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer as provided by Florida Statute 720.3085 (2014) as amended from time to time. Any unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

8.6 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Base Assessments, Specific Assessments, and Special Assessments:

- A. all Common Areas; and
- B. all property dedicated to and accepted by any governmental authority or public utility.

ARTICLE IX
ESTABLISHMENT AND ENFORCEMENT OF LIENS

9.1 **Lien for Assessments.** All Assessments authorized in this Declaration, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

9.2 **Effective Date of Lien.** Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

9.3 **Rights of First Mortgagees.** When any first Mortgagee obtains title to a Unit as a result of a foreclosure of Mortgage, or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall only be liable for the Assessments pertaining to such Unit or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure or deed (or assignment) in lieu of foreclosure as provided by Florida Statute 720.3085 (2014) as amended from time to time, unless such Assessments are secured by a Claim of Lien, and recorded prior to the recordation of the Mortgage. Such unpaid Assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed Mortgage or deed given in lieu of foreclosure shall be deemed to be Assessments collectible from all Units.

9.4 **Remedies.** In the event any Owner shall fail to pay his or her Assessments within fifteen (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment hereof in installments.

B. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of, or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses

because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

9.5 Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure; (a) no right to vote shall be exercised on its behalf ; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE X INSURANCE

10.1 Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements and personal property from casualty losses, which shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. The coverages for casualty losses will EXCLUDE the following:

(i) Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

(ii) Any floor, wall, and ceiling coverings.

B. The coverage for casualty losses will INCLUDE, where applicable, the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

(v) Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location; and

(vi) A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.

C. When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the owners, individually and as a group;

(ii) The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners;

D. In addition, the policy shall provide that:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The policy shall be primary, even if an Owner has other insurance that covers the same loss; and

(iii) The named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Owner and each Owner's mortgagee.

10.2 Unit Insurance. Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all casualty losses. If a Unit is damaged by a casualty, the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit. Each Unit Owner shall provide proof of such insurance to the Association on the annual anniversary date of the policy.

10.3 Reconstruction and Repair after Casualty.

A. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a

Common Area improvement should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. The Owners shall be bound by this determination. The Association shall have the right to specially assess all Members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The levy of any Special Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Common Expenses.

B. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the Community-Wide Standard is maintained by requiring damaged Association property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the Board.

10.4 Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any Person for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association as its respective interests may appear, as an insured party under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

10.5 Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds (or insurance) covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements.

A. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and

C. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and

D. Such fidelity insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer to the insured.

10.6 Flood Insurance. If any part of the Common Areas is in a special flood hazard area, and is insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

10.7 Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

10.8 Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold Mortgages upon Units covered by the policy whether or not the Institutional Mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

10.9 Premiums. Premiums on policies purchased by the Association shall be paid as a Common Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned, then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each Institutional Mortgagee upon request.

10.10 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee, or to such institution in Florida with trust powers, Certified Public Accountant or Licensed Community Association Manager as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:

A. An undivided share for each Unit Owner, that share being the same as such Owner's undivided share in the Common Expenses.

B. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the Mortgagee and such Owner, as their interest may appear; however, no Mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired, and unless provided by the terms of the Mortgage, no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the owner and the Mortgagee.

10.11 First Mortgagees. This Article is additionally for the benefit of first Mortgagees of Units and may not be amended without the consent of all such Mortgagees.

10.12 Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee, if any, and each first mortgagee named in any Mortgage clause at least 10 days before it cancels or substantially changes the coverage.

10.13 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Mortgagee or other lienor of a Unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XI ARCHITECTURAL CONTROL

11.1 Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) or more persons appointed by the Board. The function of the ACC is to ensure that all architectural changes are in compliance with the requirements set forth below. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC.

11.2 Community-Wide Standard. The ACC shall regulate any construction, the external appearance, and property improvements in such a manner as to comply with and meet the Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

11.3 General Provisions.

A. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required. Applicants are required to notify the Association when the approved project is complete.

C. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, the Members, nor the Board, assume liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

D. An application for architectural change shall be made by the applying Owner on forms prepared by the ACC. The completed application, any application fee required by the ACC, all plans and specifications, any damage deposit fee and any other documentation required by the ACC will be submitted to the ACC. The decision of the ACC will be returned to the applying Owner.

11.4 Failure to Approve. In the event the ACC fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with its adopted procedures, if any, approval will be deemed granted.

11.5 Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Board. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

11.6 Conditions.

A. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the written approval of the ACC has been obtained.

B. No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, locations, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with

originally approved plans and specifications. Any resident choosing to paint their home exterior is required to verify with the ACC or Retreat Office the paint company's color code so that it matches the existing color. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

C. No additional plantings shall be permitted on that portion of any Unit, which may be maintained by the Association except as may be approved by the Association.

D. No clothing, laundry, or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC, and only when protected from view by approved screening or fencing.

E. Except for satellite dishes or antennas less than one meter in diameter for reception of video programming (which require no ACC consent), no television or other outside antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific consent of the ACC.

F. Unless specifically accepted by the ACC, all improvements, for which an approval of the ACC is required under this Declaration, shall be completed within twelve (12) months from the date of approval of said improvements.

G. No construction shall be commenced unless and until a returnable debris deposit of \$500.00 has been posted by the Unit Owner with the Association. The debris deposit shall be used to correct any damage to the Common Areas resulting from the construction activity. If no damage is done to the Common Areas by the construction activity, the debris deposit will be returned to the Unit Owner.

11.7 Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

11.8 The Board is empowered to publish or modify from time to time, design standards for the Retreat at Seabranh, including but not limited to, roof and roof design; fences, walls and similar structures; exterior building materials and colors; exterior landscaping; and signs, mailboxes, address numbers and exterior lighting.

ARTICLE XII
USE RESTRICTIONS

12.1 Residential Uses. The Units and Common Areas may be used only for residential, recreational, and those purposes provided in the Master Site Plan Approval, which allow certain flexibility in assigning and reassigning various land uses to the real property within the Retreat at Seabranh (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association.

12.2 Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Common Areas, in addition to those contained herein, and to impose reasonable user fees for use of the Recreational Facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants.

A. Signs. No sign, symbol, name, address, notice, or other advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board shall have the right to erect signs as it, in its sole discretion, deems appropriate.

B. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Board. Provided, however, vehicles cannot be placed in the driveway so as to obstruct free passage along the sidewalk. Vehicles shall not be parked overnight (from midnight to 6:00 a.m.) on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

C. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

D. Animals and Pets. No animals may be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept on the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the

Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

E. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the Retreat at Seabranh as a whole. No illegal, noxious, or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Retreat at Seabranh.

F. Unsightly Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery, and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units or Common Areas. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or detracton from the aesthetic appearance of the Retreat at Seabranh; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

G. (Intentionally left blank)

H. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner, and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

I. Pools. No above-ground pools shall be erected, constructed, or installed on any Unit.

J. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within the Retreat at Seabranh unless prior written approval from the ACC has been obtained.

K. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited in the Retreat at Seabranh.

L. Tree or Shrub Removal. No trees or shrubs shall be added, removed or replaced, unless approved by the ACC.

M. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

N. Lighting. Except for seasonal decorative lights or yellow bug lights, all exterior lights must be approved by the ACC. Seasonal decorative lighting is allowed for all sanctioned holidays. Lighting is temporary for thirty (30) days maximum. Low-voltage, low-profile, low intensity lighting is allowed in the original builders planting beds only. No lighting is allowed outside these beds in grass areas, along sidewalks, on common lands, in trees, etc.

O. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Unit. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. No approval shall be required to display flags and erect a flag pole as provided by Florida Statute 720.304(2) (2014) as amended from time to time.

(i) Potted plants may be permitted in such numbers and at such locations as may be allowed by the Rules and Regulations of the Association.

(ii) Small statues or figurines are allowed only in the planting beds along the side and rear yard of homes where the owner can enjoy them. Items in the front yard beds, visible from the street are not allowed. This will allow for the owner's viewing pleasure,

but still give the community a clean landscape look from the street and not create extra landscape maintenance.

(iii) An owner name sign, no larger than to be readable from the street by an average passing driver (approximately 100 square inches), may be located within a planting bed. Lettering must be no larger than original builder house numbers.

(iv) One supplemental house number sign is allowed if needed due to foliage blocking the DiVosta garage mounted numbers. Planting bed variety: number size to match DiVosta's house numbers and any placard to fit the 4 numbers proportionally. Home mounted numbers: to match DiVosta's numbers in size, color and method of attachment; location centered over garage door. Exceptions or deviations require ACC approval.

(v) One fabric sports or theme banner on a lightweight low mount frame is allowed only in the planting beds along the side and rear yard of homes where the owner can enjoy them. Items in the front yard beds, visible from the street are not allowed. This will allow for the owner's viewing pleasure, but still give the community a clean landscape look from the street.

(vi) Spinning or motion ornamentation is not permitted in front of homes without ACC approval.

(vii) Decorations (hanging or attached to the front garage lights), or colored bulbs are acceptable only as temporary seasonal decoration. Any permanent wall attachments or changes to the home's exterior require specific ACC approval.

(viii) Edging or border materials or changes to the DiVosta style mulched planting beds require ACC approval.

P. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. This provision is not intended to prohibit the use of solar energy devices.

Q. Lakes and Water Bodies. All lakes, canals, and water bodies within the Committed Lands shall be primarily surface water retention areas and all other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or water bodies within the Committed Lands.

R. Recreational Facilities. All recreational facilities furnished by the Association or erected within the Committed Lands, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

S. Business Use. The Units shall be used solely for Single Family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a Single Family, subject to all of the terms, conditions, and covenants contained in this Declaration. No trade, business, professional or commercial activity may be conducted in or from any Unit, except that an owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements; (iii) the business activity does not involve persons coming into the Retreat at Seabranh who do not reside in the Retreat at Seabranh or door-to-door solicitation of residents; and (iv) the business activity is consistent with the residential character of the Retreat at Seabranh and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents. The terms "business", "trade" and "professional or commercial activity" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged and full or part time or generates a profit.

T. Windows. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC.

U. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Common Areas or any Unit driveway, or designated parking space within the Retreat at Seabranh except: (1) within a garage, (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Retreat at Seabranh as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have glass windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, van, or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator. No vehicle with any type of flotation device (boat, canoe, etc.) or non-

flotation device on its roof may be parked in a driveway other than temporarily during daylight hours. No vehicle, with or without a license plate, may be parked in a driveway with a fabric covering of any kind.

V. Hurricane Season. Each Unit Owner who intends to be absent from his home during the hurricane season (June 1 – November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

(i) Removing all furniture, potted plants, and other movable objects from his yard; and

(ii) Designating a responsible person or firm, satisfactory to the Association, to care for his Unit prior to and following a declared event should it suffer hurricane damage.

(iii) During Hurricane Season and during a Declared Storm Watch, arrange for a person or firm to open or close the accordion shutters or to install or remove the builder supplied shutters in accordance with the Declared Storm provisions in this Declaration. All home hurricane shutters may be installed or closed on a home upon the issuance of an official local hurricane watch. All shutters must be removed or opened within one (1) week of the passage of the storm regardless of whether the home is reoccupied at that time.

Outside of a Hurricane Watch, the following provisions apply to the rear Lanai Area, which includes the rear most lanai opening and the adjacent side door area that has an original DiVosta tiled roof over it. It does not include any other shuttered openings. NOTE: Original builder shutters were supplied to protect the sliding glass doors only and did not enclose the open lanai area. Only ACC Approved Type White Accordion Shutters may be used to close this Lanai Area. Builder supplied shutters are not permitted to be used at any time to enclose the lanai. This allowance is intended as a convenience to owners during times they are away, for storage and weather protection of valuables, while the house is unoccupied.

W. Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the Unit garages. No golf car shall be placed, parked, or stored on the lawn of any Unit or on any portion of the Common Areas, unless such area is specifically designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of the Retreat at Seabranh. Owners of golf carts, by operating same within the Retreat at Seabranh shall be presumed to have released the Association of all liability arising from an Owner's use of his golf cart. Each year, the Owners of golf carts shall provide the Association with proof of liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days notice prior to its cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the Owner, his family members,

guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

X. Rules and Regulations. The Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fourteen (14) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE XIII COVENANTS REGARDING ZERO-LOT-LINE SINGLE FAMILY HOMES

The restrictions, covenants, and provisions set forth herein shall apply to zero lot line single family homes constructed within the Retreat at Seabranh.

13.1 Maintenance of Exterior of Home.

A. Each Owner shall maintain the exterior of his single family home, the walls, the "Lot Perimeter Wall" as defined herein, and fences in good condition and repair. The Lot Perimeter Wall shall be defined to mean and refer to that exterior wall of a zero-lot-line single family home which is located approximately three feet one inch (3 ft. 1 in.) from the lot line or boundary. Notwithstanding the foregoing, the Association shall be responsible for the normal and routine painting of the exterior walls, and the periodic cleaning of the roofs of such homes.

B. The Board shall determine the need for cleaning and painting from time to time. All costs reasonably related to said cleaning and repainting (including cleaning before repainting) by the Association shall be incurred as a Common Expense and charged as a Specific Assessment against the specific Units benefitted. Specific Assessments will be made pursuant to the assessment powers and lien rights set forth herein.

13.2 Zero Lot Line. Each lot on which a zero-lot-line single family home is constructed is subject to an easement of approximately three feet one inch (3ft. 1 in.) in width which extends from the front of the home (street side) to the rear of the lot ("Zero Line Easement"). The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement. The Zero Line Easement is a result of building code requirements, which disallow a Lot Owner's roof from overhanging property which is not owned in fee by the Lot

Owner. Therefore each Lot Owner's roof overhangs a portion of his Lot, which is subject to the Zero Line Easement. Each unit is constructed within a Lot such that one side of the Unit, the side which includes the Lot perimeter Wall (defined herein), is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement is attached hereto and made a part hereof marked Exhibit "F".

13.2.1 Grantee of Zero Line Easement. The owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. Subject to the rights of the Association, the grantee is hereby granted the exclusive right to use and maintain real property within the Zero Line Easement for plantings, irrigation and maintenance. The Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement (except for the roof overhang and Perimeter Wall), however, in the event of damage to his single family home, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his zero-lot-line single family home.

13.2.2 Permissible uses of the Zero Line Easement. The Zero Line Easement area may be used by the grantee for maintenance, landscaping, and irrigation purposes. No landscaping material may be placed in the Zero Line Easement which would contact the Lot Perimeter Wall or the roof of the Unit abutting the Zero Line Easement. No irrigation shall be permitted within the Zero Line Easement which could damage the Lot Perimeter Wall or roof of the Unit abutting the Zero Line Easement.

13.3 Lot Perimeter Walls. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the lot. The adjacent lot owner shall have an easement over that portion of the adjacent lot on which a Lot Perimeter Wall has been located, as specified herein. However, in no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the Lot Perimeter Wall shall be performed solely by the lot owner. In the event the Board shall determine that the Lot Perimeter Wall has been damaged by the adjacent lot owner, that owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent lot owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent lot to effect such repair, and the cost thereof shall be assessed to the adjacent lot owner, and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent Lot.

13.4 Party Walls. Those walls which are constructed between two Capri style adjoining lots and are to be shared by the Owners of said adjoining lots are to be known as and are hereby declared to be "Party Walls". Party Walls shall be the joint maintenance obligation of the Owners of the lots bordering the walls. Each Owner shall have the right to full use of said

wall subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent lot or in any manner impair the value of said wall. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall which faces such Owner's lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent lot owners, the Owners of the adjacent lots shall, at their joint expense, repair and rebuild said wall within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the cost of such repairs in equal shares to the Owners. Whenever any wall or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the lot Owner shall refuse to repair or reconstruct the wall within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

13.5 Failure to Maintain. In the event an Owner of any lot shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon any lot to correct drainage and to repair, maintain and restore the exterior of the zero-lot-line single family homes and party fences and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Special Assessment against such lot.

13.6 Casualty Insurance. Each Owner of a zero-lot-line single family home shall maintain physical damage insurance for such home in any amount equal to the replacement value of the home. The Association requires that each such Owner provide proof of insurance on an annual basis. Should any such Owner fail to provide proof of insurance, the Association may

purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Unit.

**ARTICLE XIV
COVENANTS REGARDING ATTACHED HOMES**

The restrictions, covenants, and provisions set forth herein shall apply to single family, Capri style, attached homes constructed within the Retreat at Seabranh.

14.1 Utility Easements.

A. Each attached home Owner grants to all other Owners owning an attached home in the same building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached home.

B. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Units within an attached home building, and which are located beneath or within the attached home building shall be shared equally by each of the attached home Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an attached home Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Areas shall be paid by the Association as a Common Expense.

14.2 Common Walls and Roofs.

A. The attached home Units comprising each building are single family attached Units with common walls, known as “party walls”, between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit.

B. Each common wall in an attached home Unit shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term “use” shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

C. The entire roof of the attached home Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as “shared roofing”.

D. If an attached home Unit is damaged through an act of God or other casualty, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the attached home Unit building. In the event such damage or destruction of a party wall or shared roof is caused solely by the neglect or willful misconduct of a attached home Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the attached home Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said attached home Owner for the costs of such repair and re-construction.

E. The cost of maintaining each side of a party wall shall be borne by the attached home Owner using said side, except as otherwise provided herein.

F. No attached home Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of the attached shared roof or building without the prior consent of the ACC.

14.3 Maintenance of the Exterior of the Attached Homes.

A. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his attached home Unit. The phrase "exterior surfaces of the attached home Unit" shall include, but not be limited to, the exterior walls and shared roofing. The Association shall be responsible for the periodic cleaning of the shared roofing, and the periodic re-painting of the exterior walls of the attached home Unit. Repainting of the exterior surfaces of an attached home Unit shall be done uniformly at the same time as arranged by the Association.

B. The Board shall determine the need for cleaning and repainting from time to time. All costs reasonably related to said repainting (including cleaning before repainting) by the Association shall be incurred as a Common Expense and charged as a Specific Assessment against the Units benefitted. Such Specific Assessments will be made pursuant to the assessment powers and lien rights set forth herein.

14.4 Casualty Insurance. Each Owner of an attached home shall maintain physical damage insurance for such home in any amount equal to the replacement value of the home. The Association requires that each such Owner provide proof of insurance on an annual basis. Should any such Owner fail to provide proof of insurance, the Association may purchase the required insurance, and the cost of such insurance may be levied as a Special Assessment against such Unit.

14.5 Party Fences. Those walls or fences which are constructed between two adjoining lots and are to be shared by the Owners of said adjoining lots are to be known as and are hereby

declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owners's lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent lot owners, the Owners of the adjacent lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it as initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

ARTICLE XV MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Units in the Retreat at Seabranh. The provisions of this Article apply to the Homeowners Documents, notwithstanding any other provisions contained herein.

15.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore become an "Eligible Holder"), will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the Retreat at Seabranh, or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

B. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

C. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. Any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.2 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the Institutional Mortgagees or Voting Members representing at least 67% of the total Association vote entitled to be cast thereon consent, the Association shall not:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

B. Change the method of determining the obligations, Assessments, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, or subsequent declaration by the Board regarding Specific Assessments or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

C. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

D. Fail to maintain insurance, as required by this Declaration; or

E. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

15.3 Other Provisions for Mortgagees. To the extent possible under Florida law:

A. Any restoration or repair of the Retreat at Seabranh after a partial condemnation or damage due to an uninsurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications.

B. Any election to terminate the Association after substantial destruction or substantial taking in condemnation shall require the approval of at least 67% of the holders of first Mortgages on Units.

15.4 Amendments to Homeowners Documents. The following provisions do not apply to amendments to the Homeowners Documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 15.3 above.

A. Consent to Termination. The consent of Members representing at least 67% of the votes of the Association and the approval of the holders of first Mortgages on Units to which at least 67% of the votes of the Units subject to a Mortgage appertain, shall be required to terminate the Declaration.

B. Consent to Amendments. The consent of Members representing at least 51% of the votes of the Association and the approval of the holders of first Mortgages on Units to which at least 51% of the votes of the Units subject to a Mortgage appertain, shall be required to materially amend any provisions of the Declaration, By-Laws or Articles, or to add material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens, or subordination of such liens;
- (iii) Insurance or fidelity bonds;
- (iv) Rights to use the Common Areas;
- (v) Responsibility for maintenance and repair of the Retreat at Seabranh;

(vi) Expansion or contraction of the Common Areas or the addition, annexation, or withdrawal of the Common Areas to or from the Association;

(vii) Boundaries of any Unit;

(viii) Leasing of Units;

(ix) Imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(x) Any provisions included in the Declaration, By-Laws, or Articles which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

15.5 No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

15.6 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

15.7 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

15.8 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVI ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association, the County, or any Unit Owners may, but shall not be required to, seek enforcement of the Declaration. Any Unit Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his action. Should the party seeking enforcement be the prevailing party

in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

ARTICLE XVII AMENDMENTS

17.1 Amendments Generally. This Declaration may be amended only by consent of fifty-one (51%) of all Unit Owners. Such consent may be expressed by a vote, in person or by proxy, at a duly convened meeting of the Association or may be expressed by written consent.

17.2 Limitation on Amendments. Any amendment which would affect the surface water management system, including environmental conservation areas and the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District, who shall determine the necessity, if any, for modifications to the permit attached as Exhibit D prior to recordation. If a permit modification is necessary, the permit modification must be approved by the South Florida Water Management District prior to recordation of the amendment.

17.3 Effective Date of Amendments. An amendment to the Declaration shall become effective upon its recordation amongst the public records of the County.

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:

18.1 Notice to Association. Not less than 20 days prior to: (i) the date of any closing of a sale, or (ii) the effective date of any lease; the Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided in paragraphs 19.3 and 19.4 below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

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. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and 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.

18.3 Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

18.4 Delinquent Unit Owners. Notwithstanding the provisions above, in the event that a Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE XIX TERMINATION

19.1 Consent to Termination. The consent of Members representing at least 67% of the votes of the Association and the approval of the holders of the first Mortgages on Units to which at least 67% of the votes of the Units subject to a Mortgage appertain, shall be required to terminate the Declaration.

19.2 Termination and Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by each and every Owner of a Unit, by acquiring title to his Unit, that he or she covenants and agrees, that the termination documents shall require:

- A. That all Units shall continue to be used solely as Single Family residences.

B. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.

19.3 Limitation on Termination. The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument evidencing the consent to termination of the Members and the holders of first Mortgages as described in paragraph 20.1 above, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

19.4 Water Management System. If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Areas shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XX CONSERVATION AREA

20.1 Maintenance of Conservation Area. A portion of the Committed Lands may be designated as a Conservation Area, and shall be subject to a Deed of Conservation Easement in favor of the South Florida Water Management District. The Conservation Area shall be maintained by the Association pursuant to the terms of the Deed of Conservation Easement, and the Conservation Area shall not be altered from its natural or permitted state. The Association shall permit representatives of the South Florida Water Management District and all other appropriate governmental agencies to inspect and monitor the Conservation Area upon reasonable notice. The costs of all maintenance incurred in connection with the maintenance of the Conservation Area shall be assessed to the members as a Common Expense in perpetuity.

20.2 Prohibited Activities. The following activities shall be prohibited in or on the Conservation Area:

A. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

C. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a governmentally approved maintenance plan;

D. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

E. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition, and which receive prior governmental approval;

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; or diking; or fencing;

G. Acts or uses detrimental to such retention of land or water areas.

ARTICLE XXI MISCELLANEOUS

21.1 No Waiver. The failure of the Association, or any Owner to object to an Owner's or another person's failure to comply with the covenants, conditions and restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

21.2 Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

21.3 Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

21.4 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

21.5 Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

21.6 Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first Mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and

other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

21.7 Public Preserves. Publicly owned conservation areas and preserves are located adjacent to the Retreat at Seabranh. From time to time, proper management of such public preserves and conservation areas may require controlled burns.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Retreat at Seabranh has been approved by at least fifty-one percent (51%) of the Unit Owners by written consent.

The undersigned, The Retreat at Seabranh Homeowners Association, Inc. hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

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 13th day of March, 2015.

WITNESSES AS TO PRESIDENT:

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

Lillian Malinowski
Printed Name: Lillian Malinowski

By: Eric Wolf
Eric Wolf, President

Mark Elliott
Printed Name: MARK ELLIOTT

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on March 13, 2015, by Eric Wolf, 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



Patrick R Pellett
Notary Public

WITNESSES AS TO SECRETARY:

Mark Elliott

Printed Name: MARK ELLIOTT

Alan Benson

Printed Name: Alan Benson

THE RETREAT AT SEABRANCH
HOMEOWNERS ASSOCIATION, INC.

By: Constance McGoinn

CONSTANCE MCGOINN, Secretary

CORPORATE
SEAL



STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me on March 13, 2015, by Constance McGoinn as Secretary of The Retreat at Seabranch Homeowners Association, Inc. who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Patrick R Pellett
Notary Public

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTIONS 2, 11 AND 12, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALL WITHIN MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF THE GOMEZ GRANT ALSO BEING THE NORTHWESTERLY CORNER OF THE PRESERVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 12, PAGE 2, OF THE PUBLIC RECORDS OF SAID MARTIN COUNTY, FLORIDA; THENCE SOUTH 832 4'43" WEST, A DISTANCE OF 4326.04 FEET; THENCE SOUTH 25 19'16" WEST, ALONG THE WEST LINE OF DOUBLE TREE PLAT NO. 7, A PUD, AS RECORDED IN PLAT BOOK 14, PAGE 42, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 471.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE OF DOUBLE TREE PLAT NO. 7, A PUD, SOUTH 25 19'16" WEST, A DISTANCE OF 1503.62 FEET; THENCE SOUTH 23 55'38" EAST, ALONG THE WESTERLY LINE OF DOUBLE TREE PLAT NO. 6, A PUD, AS RECORDED IN PLAT BOOK 14, PAGE 19 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1724.89 FEET; THENCE NORTH 66 03'52" EAST, ALONG THE SOUTH LINE OF SAID DOUBLE TREE PLAT NO. 6, A PUD, A DISTANCE OF 625.03 FEET; THENCE SOUTH 23 55'31" EAST, A DISTANCE OF 893.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, THE CHORD OF WHICH BEARS SOUTH 71 01'40" WEST HAVING A RADIUS OF 1891.16 FEET AND A CENTRAL ANGLE OF 09 02'21", SAID POINT BEING THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2443, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, (THE NORTHERLY HALF OF S.E. SEABRANCH BOULEVARD); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 298.35 FEET; THENCE SOUTH 75 32'50" WEST, A DISTANCE OF 1161.13 FEET; THENCE NORTH 16 21'29" EAST, A DISTANCE OF 135.69 FEET; THENCE NORTH 15 38'33" WEST, A DISTANCE OF 1983.31 FEET; THENCE NORTH 15 29'29" WEST, A DISTANCE OF 1595.84 FEET; THENCE NORTH 77 03'29" EAST, A DISTANCE OF 1373.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.37 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND SITUATE IN SECTIONS 11 AND 12, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALL WITHIN MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF THE GOMEZ GRANT ALSO BEING THE NORTHWESTERLY CORNER OF THE PRESERVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 12, PAGE 2, OF THE PUBLIC RECORDS OF SAID MARTIN COUNTY, FLORIDA; THENCE SOUTH 83°24'43" WEST, A DISTANCE OF 4326.04 FEET; THENCE SOUTH 25°19'16" WEST, ALONG THE WEST LINE OF DOUBLE TREE PLAT NO. 7, A PUD, AS RECORDED IN PLAT BOOK 14, PAGE 42, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1975.48 FEET; THENCE SOUTH 23°55'38" EAST, ALONG THE WESTERLY LINE OF DOUBLE TREE PLAT NO. 6, A PUD, AS RECORDED IN PLAT BOOK 14, PAGE 19, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1724.89 FEET; THENCE NORTH 66°03'52" EAST, ALONG THE SOUTH LINE OF SAID DOUBLE TREE PLAT NO. 6, A PUD, A DISTANCE OF 625.03 FEET; THENCE SOUTH 23°55'31" EAST, A DISTANCE OF 893.51 FEET TO THE NORTHWESTERLY CORNER OF THE NORTHERLY HALF OF S.E. SEABRANCH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2443, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID NORTHERLY HALF OF S.E. SEABRANCH BOULEVARD, SOUTH 23°55'31" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWESTERLY CORNER OF THE SOUTHERLY HALF OF S.E. SEABRANCH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2437; THENCE ALONG THE WEST LINE OF THOSE LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2437, SOUTH 23°55'31" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND A POINT IN A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2011.16 FEET AND A CENTRAL ANGLE OF 02°08'21", FROM WHICH A RADIAL LINE BEARS NORTH 23°31'03" WEST, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2437, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, (THE SOUTHERLY HALF OF S.E. SEABRANCH BOULEVARD); THENCE ALONG THE SOUTH LINE OF S.E. SEABRANCH BOULEVARD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 914, PAGE 2437 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 75.08 FEET TO THE NORTHWESTERLY CORNER OF THE SEAWIND ELEMENTARY SCHOOL SITE BOUNDARY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1086, PAGE 566, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1086, SOUTH 23°55'45" EAST, A DISTANCE OF 22.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 62°34'28", FROM WHICH A RADIAL LINE BEARS SOUTH 66°04'15" WEST; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A

DISTANCE OF 709.88 FEET; THENCE SOUTH 38°38'43" WEST, A DISTANCE OF 101.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 578.14 FEET AND A CENTRAL ANGLE OF 59°43'02"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 602.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 33°38'35" FROM WHICH A RADIAL LINE BEARS SOUTH 36°54'03" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 264.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 28°09'55", FROM WHICH A RADIAL LINE BEARS NORTH 00°25'32" EAST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 221.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 32°14'06", FROM WHICH A RADIAL LINE BEARS SOUTH 44°14'49" EAST, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 225.04 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 83°13'56" FROM WHICH A RADIAL LINE BEARS NORTH 01°59'34" WEST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 334.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2995.00 FEET AND A CENTRAL ANGLE OF 10°08'03" FROM WHICH A RADIAL LINE BEARS NORTH 79°48'21" EAST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 529.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 725.00 FEET AND A CENTRAL ANGLE OF 34°12'58" FROM WHICH A RADIAL LINE BEARS NORTH 86°37'39" WEST, THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 432.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 32°52'58" FROM WHICH A RADIAL LINE BEARS NORTH 62°29'33" EAST; THENCE NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 172.17 FEET; THENCE NORTH 35°46'33" WEST, A DISTANCE OF 56.58 FEET TO THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S.E. SEABRANCH BOULEVARD AND THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2437, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SEAWIND ELEMENTARY SCHOOL SITE BOUNDARY AND CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S.E. SEABRANCH BOULEVARD, NORTH 53°06'19" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 54.15 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1906.53 FEET AND A CENTRAL ANGLE OF 33°27'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1113.35 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE

AND SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2437, SOUTH 06°31'28" EAST, A DISTANCE OF 191.27 FEET; THENCE SOUTH 10°59'17" EAST, A DISTANCE OF 654.67 FEET; THENCE SOUTH 09°58'43" WEST, A DISTANCE OF 211.15 FEET; THENCE SOUTH 21°16'41" WEST, A DISTANCE OF 321.09 FEET; THENCE SOUTH 06°23'50" EAST, A DISTANCE OF 291.12 FEET; THENCE SOUTH 39°35'58" EAST, A DISTANCE OF 86.52 FEET; THENCE SOUTH 20°59'01" EAST, A DISTANCE OF 321.92 FEET; THENCE SOUTH 46°30'53" WEST, A DISTANCE OF 127.49 FEET; THENCE SOUTH 19°54'04" WEST, A DISTANCE OF 229.99 FEET; THENCE SOUTH 13°12'09" WEST, A DISTANCE OF 550.81 FEET; THENCE SOUTH 42°49'25" WEST, A DISTANCE OF 308.05 FEET; THENCE SOUTH 21°46'50" WEST, A DISTANCE OF 258.98 FEET; THENCE SOUTH 48°36'32" WEST, A DISTANCE OF 195.16 FEET; THENCE NORTH 78°34'52" WEST, A DISTANCE OF 273.38 FEET; THENCE NORTH 78°55'21" WEST, A DISTANCE OF 457.82 FEET; THENCE SOUTH 50°17'46" WEST, A DISTANCE OF 386.66 FEET; THENCE NORTH 81°24'12" WEST, A DISTANCE OF 519.23 FEET; THENCE NORTH 22°10'50" WEST, A DISTANCE OF 218.55 FEET; THENCE NORTH 67°10'47" WEST, A DISTANCE OF 285.72 FEET; THENCE SOUTH 65°20'34" WEST, A DISTANCE OF 539.21 FEET; THENCE SOUTH 70°41'16" WEST, A DISTANCE OF 449.40 FEET; THENCE NORTH 66°29'25" WEST, A DISTANCE OF 480.41 FEET; THENCE NORTH 69°15'49" WEST, A DISTANCE OF 505.10 FEET; THENCE SOUTH 88°03'02" WEST, A DISTANCE OF 276.66 FEET; THENCE SOUTH 21°25'46" WEST, A DISTANCE OF 490.55 FEET; THENCE SOUTH 54°26'07" WEST, A DISTANCE OF 330.39 FEET; THENCE SOUTH 67°16'02" WEST, A DISTANCE OF 309.36 FEET; THENCE SOUTH 85°50'55" WEST, A DISTANCE OF 156.94 FEET; THENCE NORTH 09°22'12" WEST, A DISTANCE OF 146.18 FEET; THENCE NORTH 23°00'24" WEST, A DISTANCE OF 421.18 FEET; THENCE NORTH 61°30'41" EAST, A DISTANCE OF 105.33 FEET; THENCE NORTH 75°10'09" EAST, A DISTANCE OF 309.97 FEET; THENCE NORTH 40°11'36" EAST, A DISTANCE OF 112.59 FEET; THENCE NORTH 13°24'01" EAST, A DISTANCE OF 243.01 FEET; THENCE NORTH 86°16'20" EAST, A DISTANCE OF 218.19 FEET; THENCE NORTH 58°25'42" EAST, A DISTANCE OF 388.17 FEET; THENCE NORTH 67°58'38" EAST, A DISTANCE OF 427.97 FEET; THENCE NORTH 08°49'15" WEST, A DISTANCE OF 374.15 FEET; THENCE NORTH 27°16'17" EAST, A DISTANCE OF 397.35 FEET; THENCE NORTH 12°38'09" EAST, A DISTANCE OF 524.02 FEET; THENCE NORTH 81°43'31" EAST, A DISTANCE OF 815.27 FEET; THENCE NORTH 16°21'29" EAST, A DISTANCE OF 100.60 FEET; THENCE NORTH 75°32'50" EAST, A DISTANCE OF 1232.69 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, THE CHORD OF WHICH BEARS NORTH 71°00'53" EAST, HAVING A RADIUS OF 2011.16 FEET AND A CENTRAL ANGLE OF 09°03'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 318.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 244.07ACRES, MORE OR LESS.

DESCRIPTION:

TWO (2) PARCELS OF LAND LYING IN PORTIONS OF SECTIONS 11 AND 12, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA EACH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCE AT THE SOUTHWESTERLY CORNER OF THE PLAT OF DOUBLE TREE PLAT NO. 6, A P.U.D., "A PLAT OF PHASE III A", AS RECORDED IN PLAT BOOK 14, PAGE 19, PUBLIC RECORDS OF SAID MARTIN COUNTY; THENCE NORTH 66 03'30" EAST ALONG THE SOUTH LINE OF SAID DOUBLE TREE PLAT NO. 6, A P.U.D., A DISTANCE OF 625.07 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE DEPARTING SAID SOUTH LINE, SOUTH 23 56'07" EAST, A DISTANCE OF 893.48 FEET TO THE NORTHWESTERLY CORNER OF THE NORTHERLY HALF OF SOUTHEAST SEABRANCH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 914, PAGE 2443, PUBLIC RECORDS OF SAID MARTIN COUNTY, SAID CORNER ALSO BEING THE NORTHEAST CORNER, AN INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENT DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1446, PAGE 850, PUBLIC RECORDS OF SAID MARTIN COUNTY, AND SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE, TRAVERSING THE NORTHERLY LINE OF SAID EASEMENT BY THE FOLLOWING 2 COURSES:

1. SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1891.16 FEET AND NON-RADIAL TO THE LAST ABOVE DESCRIBED COURSE (THE RADIUS POINT BEARS NORTH 23 29'43" WEST FROM SAID CORNER), THRU A CENTRAL ANGLE OF 09 02'24", AN ARC DISTANCE OF 298.39 FEET TO A POINT OF TANGENCY WITH A LINE
2. SOUTH 75 32'41" WEST ALONG SAID LINE, A DISTANCE OF 1161.14 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT

THENCE, DEPARTING SAID NORTHERLY LINE, NORTH 16 21'29" EAST ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 88.39 FEET; THENCE NORTH 75 32'41" EAST, A DISTANCE OF 345.80 FEET; THENCE SOUTH 14 27'19" EAST, A DISTANCE OF 25.92 FEET TO A LINE PARALLEL WITH AND 50.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID EASEMENT; THENCE NORTH 75 32'41" EAST ALONG SAID LINE, A DISTANCE OF 770.07 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1841.16 FEET AND CONCENTRIC WITH SAID CURVE HAVING A RADIUS OF 1891.16 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09 01'41", AN ARC DISTANCE OF 290.11 FEET TO A POINT IN THE FIRST DESCRIBED COURSE HAVING A BEARING OF SOUTH 23 56'07" EAST (THE RADIUS POINT BEARS

NORTH 23 29'00" WEST FROM THIS POINT); THENCE SOUTH 23 56'07" EAST ALONG SAID PREVIOUS COURSE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.864 ACRES, MORE OR LESS.

PARCEL B:

COMMENCE AT THE ABOVE POINT OF BEGINNING FOR PARCEL A, THENCE SOUTH 23 56'07" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST SEABRANCH BOULEVARD AND ALONG THE WESTERLY LINE OF THE SOUTHERLY ½ OF SOUTHEAST SEABRANCH BOULEVARD, AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 914, PAGE 2437, PUBLIC RECORDS OF SAID MARTIN COUNTY, A DISTANCE OF 120.00 FEET TO THE SOUTHWESTERLY CORNER OF THE SAID SOUTHERLY ½ OF SOUTHEAST SEABRANCH BOULEVARD, SAID CORNER BEING A POINT IN THE ARC OF A CURVE (A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTHEAST SEABRANCH BOULEVARD) CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2011.16 FEET (THE RADIUS POINT BEARS NORTH 23 31'17" WEST FROM THIS POINT); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE (AND SAID RIGHT-OF-WAY LINE), THRU A CENTRAL ANGLE OF 02 08'13", AN ARC DISTANCE OF 75.01 FEET TO A POINT ON THE WESTERLY LINE OF THE SEAWIND ELEMENTARY SCHOOL SITE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1086, PAGE 566, PUBLIC RECORDS OF SAID MARTIN COUNTY (THE RADIUS POINT BEARS NORTH 25 39'31" WEST FROM THIS POINT); THENCE TRAVERSING SAID WESTERLY LINE BY THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 23 55'50" EAST, A DISTANCE OF 22.66 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 650.00 FEET;
2. SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62 34'28" AN ARC DISTANCE OF 709.88 FEET TO A POINT OF TANGENCY WITH A LINE
3. SOUTH 38 38'38" WEST ALONG SAID LINE A DISTANCE OF 101.06 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 578.14 FEET
4. SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59 43'02" AN ARC DISTANCE OF 602.57 FEET TO A POINT OF INTERSECTION WITH A NON-RADIAL LINE (THE RADIUS POINT BEARS NORTH 68 55'36" EAST FROM THIS POINT)

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 26 50'32" WEST A DISTANCE OF 373.36 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 75.00 FEET

(THE RADIUS POINT BEARS SOUTH 52 03'21" WEST FROM THIS POINT); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 09'55" AN ARC DISTANCE OF 46.03 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64 07'03" AN ARC DISTANCE OF 22.38 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE 23 06'13" WEST ALONG SAID LINE A DISTANCE OF 50.00 FEET TO A POINT OF RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1061.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 12'04" AN ARC DISTANCE OF 3.73 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59 29'09" AN ARC DISTANCE OF 20.76 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35 44'28" AN ARC DISTANCE OF 46.78 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61 43'35" AN ARC DISTANCE OF 21.55 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE NORTH 62 09'59" WEST ALONG SAID LINE A DISTANCE OF 50.00 FEET; THENCE SOUTH 27 50'01" WEST A DISTANCE OF 86.06 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 114 50'46" AN ARC DISTANCE OF 170.38 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 797.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03 36'45" AN ARC DISTANCE OF 50.25 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 33 42'27" WEST ALONG SAID LINE A DISTANCE OF 194.46 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29 55'35" AN ARC DISTANCE OF 15.67 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 195.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54 33'23" AN ARC DISTANCE OF 185.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 73.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 52 34'12" AN ARC DISTANCE OF 66.98 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE SOUTH 84 13'56" WEST ALONG SAID LINE A DISTANCE OF 146.92

FEET; THENCE SOUTH 46 50'29" WEST A DISTANCE OF 419.53 FEET; THENCE NORTH 76 51'41" WEST A DISTANCE OF 469.25 FEET; THENCE SOUTH 20 23'54" WEST A DISTANCE OF 71.75 FEET; THENCE SOUTH 87 51'20" WEST A DISTANCE OF 137.27 FEET; THENCE NORTH 70 35'49" WEST A DISTANCE OF 232.40 FEET; THENCE NORTH 75 32'54" WEST A DISTANCE OF 449.17 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1477, PAGE 507, PUBLIC RECORDS OF SAID MARTIN COUNTY; THENCE TRAVERSING SAID WESTERLY LINE BY THE FOLLOWING FOUR (4) COURSES:

1. NORTH 27 16'17" EAST, A DISTANCE OF 397.35 FEET
2. NORTH 12 38'09" EAST, A DISTANCE OF 524.02 FEET
3. NORTH 81 43'31" EAST, A DISTANCE OF 815.27 FEET TO A POINT IN THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS EXHIBIT "A" BY DEED RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 850, PUBLIC RECORDS OF SAID MARTIN COUNTY
4. NORTH 16 21'29" EAST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 100.40 FEET TO THE SOUTHWEST CORNER OF AN INGRESS, EGRESS, DRAINAGE & UTILITY EASEMENT AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1446, PAGE 850, PUBLIC RECORDS OF SAID COUNTY; THENCE TRAVERSING THE SOUTHERLY LINE OF SAID EASEMENT BY THE FOLLOWING TWO (2) COURSES:
 1. NORTH 75 32'41" EAST, A DISTANCE OF 1232.71 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2011.16 FEET
 2. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 09 03'59", AN ARC DISTANCE OF 318.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.457 ACRES, MORE OR LESS.

TOTAL ACREAGE (PARCELS A & B) = 71.321 ACRES, MORE OR LESS.

The property described below is hereby submitted to the Declaration:
All of the plat of THE RETREAT, PHASE 1E-2, A P.U.D. according to the plat thereof recorded in Plat Book 15, Page 21, Public Records of Martin County, Florida

The property described below is hereby submitted to the Declaration:
All of the plat of THE RETREAT, PHASE 3, A P.U.D. according to the plat thereof recorded in Plat Book 15, Page 53, Public Records of Martin County, Florida

The property described below is hereby submitted to the Declaration:
All of the plat of THE RETREAT, PHASE 2, A P.U.D. according to the plat thereof recorded in Plat Book 15, Page 68, Public Records of Martin County, Florida

Exhibit "B"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on January 3, 2001 and recorded at Official Records Book 1573, Page 1566, et. seq., Martin County Public Records.

ARTICLE I
NAME

1.1 Name. The name of this corporation shall be THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC. ("Association"). The address of the Association shall be as determined by the Board of Directors from time to time.

1.2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE II
PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is recorded in the public records of Martin County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III
POWERS

The Association shall have all of the powers set forth in Section 617.0302, Fla. Stat. (2014) as amended from time to time including, without limitation, the following powers:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of the Association.

3.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To make and collect assessments against Members to defray the costs and expenses of the Association property.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To purchase, own, hold, lease, maintain, repair, replace, improve, operate and convey the property of the Association in accordance with the Declaration, and to maintain and operate the water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any.

D. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members, in the amounts required by the Declaration.

E. To dedicate to or transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the Members, and approved by not less than seventy-five (75%) of the institutional mortgagees holding mortgages encumbering Units.

F. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's property, as provided in the Declaration.

G. To make and amend reasonable Rules and Regulations regarding the use of the property for the Association in accordance with the requirements set forth in the By-Laws.

H. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership. Any such contract may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

J. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulation for the use of the Association's

property as same may be promulgated, modified, or amended from time to time by the Association.

K. To pay taxes and assessments, which are liens against any part of the Association's property.

L. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to Unit Owners.

M. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Association property.

N. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

O. To designate portions of the Common Areas for commercial uses; to determine the manner in which commercial portions of the Common Areas are held and operated, as well as the Person or entity to hold, operate, and manage any commercial portions of the Common Areas in a commercial capacity to reduce the Common Expenses of the Association.

P. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

3.3. Funds and Title to Properties. All funds and the titles of all properties are acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE IV MEMBERS

4.1 Members. The Members of the Association shall consist of all the record owners of Units in The Retreat.

4.2 Change of Membership. Change of Membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing record title to a Unit in The Retreat, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a Member of the Association, and the Membership of the prior owner is terminated as of the date of recording of such instrument.

4.3 Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his Unit.

4.4 Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

ARTICLE V TERM

The term for which this corporation is to exist shall be perpetual. In the event that the corporation is dissolved, the surface water management ("SWM") system, real property containing the SWM system and water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable to South Florida Water Management District. If the local government declines to accept the conveyance, then the SWM system, real property containing the SWM system and water management portions of the Common Areas will be dedicated to a similar non-profit corporation.

ARTICLE VI OFFICERS

6.1 Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

6.2 Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

ARTICLE VII BOARD OF DIRECTORS

7.1 Directors. The affairs of the Association will be managed by a Board consisting of five (5) directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. Directors must be Members of the Association.

7.2 Term of Directors. Members of the Board shall serve for a term of two (2) years; Directors terms shall be staggered..At each annual meeting, Directors shall be elected to take the Board positions of the members of the Board whose terms have expired.

7.3 Election of Directors. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE VIII INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the cost and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, of officer may be entitled whether by statute or common law.

ARTICLE IX BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X
AMENDMENTS

10.1 Amendments. These Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

B. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by vote of a majority of the members present at a meeting of the Members at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

10.2 Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article _____ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

10.3 Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

These Amended and Restated Articles of Incorporation for The Retreat at Seabranh Homeowners Association, Inc. were approved by a majority of the Board of Directors present at a meeting on January 22, 2015, and by a majority of the Members present at a meeting of the Members held on February 9, 2015, which vote was sufficient for approval.

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 20th day of February, 2015.

WITNESSES AS TO PRESIDENT:

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

By: Eric Wolf
Eric Wolf, President

[Signature]
Printed Name: JAMES F. PAULAK

[Signature]
Printed Name: ELIZABETH P. BONAN

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me on February 20, 2015, by Eric Wolf, as President of The Retreat at Seabbranch Homeowners Association, Inc. [] who is personally known to me, or who has produced identification [Type of Identification: drivers license].

Notarial Seal



[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

By: Constance McQuinn
CONSTANCE MCGUINN Secretary

[Signature]
Printed Name: JAMES F. PAULAK

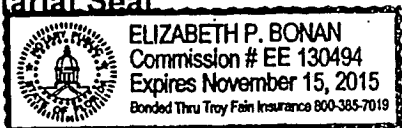
[Signature]
Printed Name: ELIZABETH P. BONAN

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on February 20, 2015, by Constance McQuinn, as Secretary of The Retreat at Seabbranch Homeowners Association, Inc. [] who is personally known to me, or who has produced identification [Type of Identification: drivers license].

Notarial Seal



[Signature]
Notary Public

CORPORATE SEAL

