

{Published below are the revised Covenants approved by The Meadows residents and recorded with Martin County Registrar on April 24, 2002. These Covenants entered into effect on the date of recordation and they supersede and replace any and all prior versions.}

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR THE MEADOWS AT MARTIN DOWNS

REVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, is made this 24th day of April 2002 by THE MEADOWS AT MARTIN DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, ("Association"), joined by the MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, ("Master Association").

The property restricted by this Declaration and any additional property which may be subjected to this Declaration by a subsequent amendment shall be held, sold, 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 real property subjected to this Declaration. 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 property subjected to this Declaration. This Declaration does not, and is not, intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

A copy of these documents must be transmitted by the seller to the purchaser of any unit within the Meadows. And it is the responsibility of the purchaser to obtain these documents from the seller and to be aware of the rules and regulations contained herein.

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ARTICLE I

DEFINITIONS

1. "**Articles**" shall mean the Articles of Incorporation of The Meadows at Martin Downs Homeowners Association, Inc. as filed with the Secretary of State of the State of Florida, and attached as Exhibit "B " (Articles of Incorporation).
2. "**Assessment**" means a share of the funds which are required for the payment of Expenses, which from time to time is assessed against the Members of the Association.
3. "**Association**" shall mean and refer to The Meadows at Martin Downs Homeowners Association, Inc and its successors and assigns.
4. "**Association Property**" shall mean all real and personal property owned and operated by the Association for the benefit of all Members.
5. "**Base Assessment**" shall mean the assessments levied to fund expenses for the benefit of all Members of the Association.
6. "**Board**" shall mean the Board of Directors of the Association.
7. "**Bylaws**" shall mean and refer to the Bylaws of the Association, attached as Exhibit "C."
8. "**Bulk Purchase Assessment Expenses**" shall mean those assessments for the cost of bulk purchases of cable television, water and sewer, garbage pick up services, or for other services which may be offered to the Association and contracted for by the Board of Directors.
9. "**Committee Chairmen**" are to be appointed by the Board of Directors to all standing committees. Chairmen of ad hoc committees are selected by the members of that committee.
10. "**Common Area**" shall mean those areas of real property shown on the plats of Parcels 50, 51,52,60,61 and 62, inclusive, of The Meadows, together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property." Common Area shall also mean all roads that are not within a neighborhood, grass shrubs and lawn area that are along side of roads that are not within a neighborhood. Also, areas that are designed for the good of all the residents such as the pool, clubhouse, playground area, front entrance roads and pond and tennis court area.
11. "**Common Assessments**" shall mean and include the actual and estimated expenses of operating the Association, for maintaining Common Areas. Common Areas include all areas that are designed for the common good of the residents not limited to the pool, recreation areas, public rights of way, streets, sidewalks, etc, that are not included in a neighborhood.
12. "**Common Neighborhood Area**" shall include all lake banks that are adjacent to homes within the neighborhood and the part of the neighborhood where the Association has the responsibility to provide grounds maintenance and/or the responsibility to repair or maintain a structure or a part of a structure such as a roof, soffit, fascia or gutter and/or the responsibilities to repair and replace roads that are within a neighborhood and/or perimeter walls and exterior walls where the Association has the responsibility to repair or maintain these items.
13. "**Commonly Maintained Private Property**" shall refer to that portion of the Private Properties that are covered by agreement with the Association for the maintenance of that lot portion which is to be maintained by the Association.
14. "**Community-Wide Standard**" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be reasonably and more specifically determined by the Board.
15. "**County**" shall mean Martin County, Florida.
16. "**Covenants**" shall mean this Declaration of Covenants and Restrictions which is made this __24th__ day of _April___, 2002
17. "**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.
18. "**Director**" shall mean the representative elected by the majority of votes cast by unit Owners of each village. This person must be a Member/Owner within the Village represented. Directors vote on all issues by casting one vote each for all items of business brought

before the Board except for the rejection of a budget, a change in the Covenants, or the removal of a Director from office.

19. "**Director at Large**" shall mean the resident Unit Owner elected by the majority of votes cast by all Unit Owners within The Meadows at Martin Downs. This person may own a Unit in any village.

20. "**Easements**" shall be those areas within The Meadows at Martin Downs where reservations were retained by the grantors for ingress or egress for a right of way across a property.

21. "**Expenses**" shall mean and include the actual and estimated cost of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Homeowners Documents.

22. "**Homeowners Documents**" means in the aggregate this Declaration, the Articles, and the Bylaws of the Association; as well as the Declaration of Covenants and Restrictions for Martin Downs, and the Articles of Incorporation and the Bylaws of the Martin Downs Property Owners Association, Inc; and all of the instruments and documents referred to herein and executed in connection with the General Plan of Development.

23. "**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, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

24. "**Maintenance and Care**" as referred to in this document shall not mean replacement.

25. "**Martin Downs**" shall mean and refer to the planned unit development which is located in the County, and which is known as Martin Downs.

26. "**Martin Downs Declaration**" shall mean and refer to that certain Declaration of Covenants and Restrictions for Martin Downs dated May 2, 1983, and recorded in Official Record Book 571, Page 787, public records of the County, as amended.

27. "**Master Association**" shall mean and refer to the Martin Downs Property Owners Association, Inc. (M.D.P.O.A.) a Florida not-for-profit corporation, its successors and assigns.

28. "**Master Association Assessment**" shall mean and refer to those charges made by the Master Association from time to time, against the Association Property, for the purposes, and subject to the terms set forth herein and in the Martin Downs Declaration, and in the event of any conflict between the two, the terms and conditions of the Martin Downs Declaration shall control as to the Master Association Assessment. These charges will be included in the base assessment.

29. "**Meadows at Martin Downs, The**" shall mean and refer to the planned unit development which is located in the County, and which is known as The Meadows at Martin Downs.

30. "**Member**" shall mean an Owner of a Unit.

31. "**Member Vote**" refers to that vote where each Village Director votes are counted by the number of units in his village (i.e., Foxboro 88, Ridgewood 206, Brighton 156, et al.). Member Votes are used for the rejection of a budget, any change in the Covenants or Bylaws, or the annexation of additional property or the removal of a Director from office for any reason. Village Directors cannot split their Member Votes.

32. "**Neighborhood**" shall mean and refer to each residential area comprised of one or more housing types subject to this Declaration and to those single-family and those multi-family villages within The Meadows at Martin Downs that may have a common theme and/or a separate style of living, and may have different maintenance requirements. For purposes of assessments, there shall be no fewer than two (2) Neighborhoods: Single-Family Neighborhood and Multi-Family Neighborhood.

Multi-Family Neighborhood

Foxboro Village, a Patio Home area consisting of Capri Homes (Duplexes)

Lakemont Village, a Townhome area consisting of two-story townhouses known as Stamfords (Quadraplexes)

Single-Family Neighborhood

Brighton Village, Greenwich Village, and Mayflower Village, all consisting of Single-Family Homes with each home comprising a zero lot line home area

33. "**Neighborhood Assessment**" shall mean assessments for expenses provided for in this Declaration which shall be used for the benefit of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied, and to maintain the properties within a specific Neighborhood. These Assessments (Expenses) shall mean and include assessments for expenses for costs that occur as a result of the Association commonly maintaining private property including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to the Homeowners Documents. Neighborhood Assessments shall be levied equally upon all the Units within a neighborhood.
34. "**Officers of the Association**" shall consist of a President, Vice President, Secretary and Treasurer.
35. "**Operating Budget**" shall refer to a budget that is for the day to day operation of the Association.
36. "**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.
37. "**Person**" means a natural person, corporation, partnership, trustee, or other legal entity.
38. "**Private Property**" shall mean those parcels of land within The Meadows of Martin Downs where the Owners occupy homes and otherwise enjoy their style of living.
39. "**Property**" or "**Properties**" shall mean all of the real property subject to this Declaration. The real property is described in Exhibit A.
40. "**Recreation Facility**" shall mean and refer to the tennis, swimming, social, and other recreation facilities, if any.
41. "**Reserve Budget**" shall refer to the budget for a systematic savings to pay for expected future expenses
42. "**Roads**" shall mean and refer to any street, avenue, boulevard, drive, place, court, road, terrace, trace, way, circle, lane, walk or any other thoroughfare of similar common meaning and description located within the boundaries of The Meadows at Martin Downs.
43. "**Rules and Regulations**" shall mean the rules, regulations, and policies which are attached to and incorporated into this Declaration as Exhibit "D," and as may be adopted by the Board from time to time by resolution duly made and carried.
44. "**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.
45. "**Special Assessment**" shall mean and refer to those assessments levied in accordance with the further terms of this Declaration. Further, these Assessments (Expenses) shall mean and refer to an Assessment levied either against the entire Common Area; or for an assessment levied against a neighborhood (Single Family or Multiple Family); or for an assessment levied against an individual village (Foxboro Village or Mayflower Village, et al.; or for an assessment levied against a particular home or group of homes such as by way of example "those homes fronting on York Lane, in Mayflower Village," or "those homes fronting on the south cul de sac of Springfield Court in Foxboro Village").
46. "**Tenant**" shall mean individuals who lease a Unit (as defined below) within The Meadows at Martin Downs. They are not members (as defined) and they can not vote in any election.
47. "**Unit**" shall mean a portion of the Properties intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, and not by way of limitation) zero lot line Single Family Homes, Townhomes, and Patio Homes. In the case of a structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.
48. "**Village**" shall mean and refer to each of the six separate areas within The Meadows at Martin Downs, some of which are classified

as multi-family villages (Foxboro, Lakemont and Ridgewood) and others as single family villages (Brighton, Greenwich and Mayflower.)

49. "**Village Committee**" shall mean the entity created for the benefit of Persons owning Units located within a Village. These Unit-Owners shall elect or otherwise appoint a Chairperson who will serve as a member of the Board of Directors of the Homeowners Association. Unit-Owners shall also elect or otherwise appoint an additional two committee persons as alternate representatives, one as an alternate director and the other as secretary-treasurer. In addition each Village Committee should seek volunteers to join the Covenants and Security Committee, the Architectural Review Committee and Landscape Committee.

50. "**Voting Member**" shall mean and refer to the Director selected by the Members/Owners of each Village to be responsible for casting all votes attributable to Units in the Village for disapproval of a budget, any change in the Covenants or Bylaws, or the removal of a Director from office for any reason. The Voting Member from each Village shall be the senior elected officer (i.e., Village Committee Chairperson) from that Village. The Alternate Voting Member shall be appointed by the chairperson of the village.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to the easements, Covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit A

ARTICLE III

PROPERTY RIGHTS

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 to any restrictions or limitations contained 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 except for the right to vote or hold office within the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. **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 special warranty deed to his Unit. As a Member of the Association, the Owner shall be governed by the Articles and the Bylaws of the Association; 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, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. 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.

2. **Voting.** The Association shall have one class of membership consisting solely of Unit Owners. Such members shall be entitled to one (1) vote for each Unit owned by such Member and there shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the Bylaws, the vote for each Unit shall be exercised by the Voting Member representing the Village of which the Unit is a part. In any situation where a Member is entitled personally to exercise the vote for his Unit, and more than one (1) person holds the interest in such Unit, the vote for such Unit shall be exercised as those persons owning the Unit determine among themselves, and advise the Secretary of the Association prior to casting their vote. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) person seeks to exercise it.

3. **Villages**

(a) Every Unit shall be located within a Village and Unit holders within that Village shall elect a Village Committee consisting of a Chairperson, an assistant, and others deemed appropriate to represent the interests of the Owners of Units within such Village.

(b) Each Village Committee, upon the affirmative vote, written consent, or a combination thereof, of the majority of Owners within the village, may request that the Association provide a higher level of service or special services for the benefit of Units in such village, the cost of which shall be assessed against the benefited Units as an Assessment. Such assessment shall be collected as a Special Assessment, and shall be subject to all lien rights provided for herein.

(c) The chairman of the Village Committee shall serve as the Voting Member for such Village, and shall cast all votes attributable to Units in the Village on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the Bylaws. The Voting Member may cast all votes as he or she, in his or her discretion, deems appropriate.

ARTICLE V

COMMON AREAS

1. **Title to the Common Area.** 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 assessments which are liens against the Common Area, from and after the recording of this declaration.

2. **Annexation of Additional Property.** The Association shall have the power and authority by Member Vote to acquire and annex to the Common Areas such interests in real and personal property, including, without limitation, interests relating to Recreational Facilities and other such facilities and amenities, fee simple interests, licenses, or such other use or possessory interest as it may deem beneficial to the members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of an instrument (deed, or lease etc.) in writing recorded in the public records of the County.

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

4. **Rules and Regulations Governing Use of Common Areas.** The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action as provided in this Declaration.

5. **Traffic Regulation.** The Board will have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate traffic regulations for the streets within The Meadows at Martin Downs. The Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including without limitation, the assessment of fines and 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 as an individual assessment 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 fines will be effective, the Owner will be entitled to notice and an opportunity to be heard before the Board. The property manager will be authorized to arrange for the towing of improperly parked vehicles pursuant to Florida Statute.

6. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7. **Powers of the Association with Respect to Neighborhoods and Villages.** The Association represented by the Board of Directors shall have the power to veto any action taken or contemplated to be taken by any Village Committee, which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association shall also have the power to require specific action to be taken by any Village Committee in connection with its obligations and responsibilities.

ARTICLE VI

MAINTENANCE

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; bridges; lakes; water features; recreational, maintenance and office facilities; street lights (except those coming under the responsibility of existing commercial power companies); road and identification signage; security facilities and equipment; drainage facilities and water control structures; water and lake treatment facilities; Association parking facilities; sidewalks; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area.

(b) The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Common Expenses pursuant to the provisions of this Declaration. The Association may, at the discretion of its Board, assume the maintenance responsibilities of a Neighborhood. In such event, all costs of such maintenance shall be assessed only against the Units within the Neighborhood to which services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community- Wide Standard of the Properties. The provision of services in accordance herewith shall not constitute discrimination within a class. Each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of maintenance of certain Common Areas within or adjacent to such Neighborhood, and commonly maintained private property, which may include, without limitation, the costs of maintenance of any right-of-way and landscaped area between the Neighborhood and adjacent public roads, private streets within a Neighborhood, if any, and lakes within a Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

c) The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

2. **Owner's Responsibility.** Each Owner shall maintain 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. If any Owner fails to perform his or her maintenance 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.

ARTICLE VII

EASEMENTS

1. **Easements for Owners.** The Association hereby grants a perpetual non-exclusive easement to the Master Association, the Association, and to the Unit Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Association hereby grants an additional perpetual non-exclusive easement to the Master Association and the Association over, across, through, and under all portions of The Meadows at Martin Downs for the purpose of performing the maintenance and repair requirements of the Master Association and the Association as described in this Declaration and in the Martin Downs Declaration. The Association, its assigns or representatives may enter upon an Unit Owners property only after reasonable notice has been given to the Owner.

2. **Easements for Utilities.** The Association hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing The Meadows at Martin Downs upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Association or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, 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.

3. **Easements for Encroachments.** The Association hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon an Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise.

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.

4. **Easements to Master Association.** The Association hereby covenants and represents that, in addition to any other easements described herein or on any recorded subdivision plat of the Property, the Property shall be subject to certain easements, as may be granted from time to time to the Master Association, and their successors and assigns. Such easements shall be over, across, through and under specified portions of the Common Areas, and the roads, streets, and rights of way on the Property, and other areas of the Property as designated by the Association, and shall be for purposes of providing adequate drainage of the West Villages at Martin Downs, the remaining Meadows Property, and certain parcels in Martin Downs that are south and southwest of the Property. In addition, such easements may be granted by the Association in, through, and across portions of the Property within fifty (50) feet of the boundary lines of the Property, or dedicated road rights of way or easements, as may be reasonably necessary to facilitate the installation of electricity, gas, telephone, cable television, water, sewer, drainage, and other similar utility services in connection with the development and use of the remaining Meadows Property, and Martin Downs, provided that such easements shall not unreasonably interfere with or preclude the development of the Property by the Association.

ARTICLE VIII

ASSESSMENTS

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 four (4) types of assessments:

-**Base Assessments** to fund expenses for the benefit of all Members of the Association (including any assessment by MDPOA);

-**Neighborhood Assessments** for expenses benefiting only Units within a particular Neighborhood;

-**Special Assessments** as described in paragraph 3 below; and/or

-**Bulk Purchase Assessments** for the cost of bulk purchases of cable television, water and sewer, garbage pickup, or for other services which may be offered to the Association and contracted for by the Board of Directors.

(a) Base Assessments shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood for whose benefit expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in paragraph 3 below. Should the Directors of the Association enter into a contract to provide bulk service, the total cost of these services shall be borne by all units located in The Meadows. The assessment shall be billed quarterly, shall be collected in the prescribed manner and shall be recoverable by the Association if not paid in the same manner as any other assessment. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these assessments.

(b) "**Neighborhood**" shall mean and refer to each residential area comprised of one or more housing types subject to this Declaration and to those single-family and those multi-family villages within The Meadows at Martin Downs that may have a common theme and/or a separate style of living, and may have different maintenance requirements. For purposes of assessments, there shall be no fewer than two (2) Neighborhoods: Single-Family Neighborhood and Multi-Family Neighborhood.

Multi-Family Neighborhood

Foxboro Village, a Patio Home area consisting of Capri Homes (Duplexes)

Lakemont Village, a Townhome area consisting of two-story townhouses known as Stamfords (Quadraplexes)

Ridgewood Village, a Patio Home area consisting of Capri Homes (Duplexes) and Sun Terrace Homes (Quadraplexes)

Single-Family Neighborhood

Brighton Village, Greenwich Village, and Mayflower Village, all consisting of Single-Family Homes with each home comprising a zero lot line home area

(c) 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 reasonable processing fee.

(d) Assessments will 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 Assessment for delinquent members. Unless the Board otherwise provides, billing of assessments will be made on December 15, March 15, June 15 and September 15, for bills payable on January 1, April 1, July 1 and October 1, respectively. Quarterly bills not paid by January 31, April 30, July 31 and October 31 will incur a late charge of twenty-five dollars (\$25.00) per quarter. Each of those assessments not paid by February 15, May 15, August 15 and November 15, respectively, will incur an additional late charge of fifty dollars (\$50.00)..

(e) 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 of 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 Bylaws, 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.

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 as described in Article I, paragraph 11 under Common Assessments and Neighborhood expenses as described in Article I, paragraph 33 under Neighborhood Assessments. 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. **The budget and the assessment shall become effective unless disapproved by a vote of Voting Members or their alternates representing at least a majority of Members of the Association.** There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so 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 shall include, without limitation, the following listed line items:

(a) **Taxes.** 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 now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

(b) **Utility Charges.** 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, gas, electricity, telephone, sewer and any other type of utility or service charge.

(c) **Insurance.** The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as determined by the Board, to be in the best interests of the Association.

(d) **Maintenance, Repair and Replacement.** 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 expenses as irrigating, grass cutting, trimming, fertilizing, and the like, in a manner consistent with the Community- Wide Standard.

(e) **Other Expenses.** 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.

(f) **Indemnification.** The costs to the Association to indemnify and save harmless the Master Association from and against any and all claims, suits, actions, damages and/ or causes of action arising from any personal injury, loss of life and/ or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included also is 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) **Reserve Funds.** 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 ("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. The Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

(h) **Martin Downs Property Owners Association, Inc.** The cost to the Association for all general, special, emergency special, or individual assessments and all fines which are levied by the Master Association ("Master Association Assessment"). The Master Association Assessment shall be collected by the Board pursuant to the procedures set forth in this Article. If the Master Association Assessment is not paid on the date due, the provisions of the Martin Downs Declaration, as to the effect of non-payment of the Master Association Assessments, including the Master Association's lien rights, shall fully apply. The Master Association Assessment shall be in addition to, and not in lieu of, the Assessments levied by the Association.

3. **Special Assessments.**

(a) In addition to the assessments authorized in Paragraph 1 of this Article, the Association may levy a Special Assessment or Special Assessments, provided such assessments shall have the affirmative vote or written consent of Voting Members or their alternates representing at least fifty-one percent(51%) of the members 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 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. 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, Bylaws, 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. The Association may also levy a Special Assessment against the Units in the Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By- Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Village Committee and an opportunity for a hearing.

4. **Date of Commencement of Annual Assessments.**

Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

5. **Subordination of the Lien to First Mortgagees.**

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. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. 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 or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall 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. Such 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.

6. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Base Assessments, Neighborhood 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

1. **Lien for Assessments.** All assessments, 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, costs, 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, costs, 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, except that a first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title as provided below. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any assessment.

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.

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 as provided below 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, 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 recordation of the Mortgage.

An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges which come due while owning the Unit. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association at closing, and if not, then within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided herein and in Chapter 720 Florida Statute, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or other Association property or by the abandonment of the Unit for which the Assessments are made. Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments, except as specifically provided below. A First Mortgagee as herein defined, acquiring title to a Unit, as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, is liable for Assessments or other charges imposed by the Association pertaining to such Unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in Section 720.3085 (2008), Florida Statutes, as same may be amended from time to time. A First Mortgagee acquiring title to a Unit as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of Assessments or other charges coming due during the period of such ownership. The limitations on First Mortgagee liability provided by this paragraph apply only if the First Mortgagee files suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. If any unpaid Assessments or other charges are extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, or for any other reason, the unpaid charge of Assessments or other charges are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns. For purposes of this provision, "First Mortgagees" shall mean and refer to any bank, bank holding company, trust company of subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any Unit.

4. **Remedies.** In the event any Owner shall fail to pay his or her assessments within thirty (30) days after the same becomes due, the Association, through its Board, may apply any or 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 thereof in installments.

(c) [sic] 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.

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

1. **Casualty.** The Association shall maintain a master policy or policies to insure all Association property, if any, against casualty loss. This coverage shall insure 100% of the current replacement cost of the Common Area improvements, personal property, and supplies. It shall be the in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at reasonable cost.

(a) The coverage will **EXCLUDE** the following:

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

(ii) Any increase in the value of Association property as a result of special improvements or alterations.

(b) The coverage will **INCLUDE** 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, if available;

(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, if available;

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

(c) When appropriate and possible, the policies shall waive the insurer's right to:

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

(ii) The pro rata 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 Unit 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 the Association has other insurance that covers the same loss; and

(iii) The named insured shall be the Association. The "loss payable" clause should show said Association or the designated insurance trustee, if appointed.

2. **Reconstruction and Repair after Casualty** .

(a) Under ordinary circumstances Association property which is damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether the Association property should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. All Owners shall be bound by this determination.

(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. It is agreed that for insurance purposes community-wide standard shall be defined as "bare walls." Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs.

3. **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 or persons 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 for 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 the 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.

4. **Director and Officer Liability**. The Association shall maintain coverage against suits against any past or current Director, as a result of their actions or decisions while a Board member. Such coverage should be extended to committee members and other volunteers acting on behalf of the Board. Minimum limits for this Insurance shall be \$1,000,000.

5. **Umbrella Liability**. The Association shall secure excess Liability Insurance (Umbrella Liability) in excess of minimum limits of \$5,000,000, if available. Such insurance shall be excess over Comprehensive General Liability, Director & Officer Liability, Employer Liability and Auto Liability. If such coverage should be unavailable, or unreasonably expensive, then efforts should be made to increase the General, Auto & Director and Officer Liability to \$5,000,000.

6. **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. Such bonds shall be in an amount not to exceed \$1,000,000. and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. 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 not to exceed \$1,000,000; 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 insurance or bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

7. **Flood Insurance**. If any Association property is in a special flood hazard area, 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 improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

8. **General Insurance Provisions**.

- (a) All insurance shall be issued by a company authorized to do its business in the State of Florida. The company must have a Best Rating of "A," or its equivalent, unless coverage is unavailable from any insurer.
- (b) Premiums on policies purchased by the Association shall be paid proportionately as defined in Article I, Section 33. The Association will furnish evidence of premium payment to each mortgagee upon request.
- (c) All insurance policies purchased by the Association shall be for the benefit of the Association 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 as may be designated as Insurance Trustee by the Board.
- (d) This Article is additionally for the benefit of first mortgagees of homes and may not be amended without the consent of all such mortgagees.
- (e) All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least thirty (30) days before it cancels or substantially changes the coverage. If Policies are to be renewed, the insurer must notify the Association, or Insurance Trustee sixty (60) days prior to such non-renewal.
- (f) The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (g) The Association will maintain physical damage coverage for all multiple family units including Stamfords, Capris, and Sun Terrace units. The cost of maintaining said coverage shall be charged to such unit Owners in the form of a Neighborhood Assessment or Special Assessment levied upon the unit Owners of said units pursuant to the assessment powers and lien rights set forth herein.

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

(Formerly Architectural Control Committee)

The Architectural Review Committee, herein referred to as ARC, should consist of a chairperson appointed by the Board of Directors and one (1) Unit Owner (or an Alternate) for each of the six Villages making up The Meadows at Martin Downs. A quorum must be present to have a meeting and to conduct business and this quorum must consist of one-half of the Committee (or their alternates) plus one. The address of the ARC will be the principal office of the Association as designated by the Board. The function of the ARC is to ensure that all architectural changes are in compliance with the requirements reflected below. The Board will have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, the decisions of the ARC.

Decisions of approval and disapproval rendered by the ARC will be based on majority judgment of the ARC. Any ARC committee member with a strong minority view can petition the ARC chairperson for a rehearing and a final judgment.

In the event that the Meadows' Board of Directors cannot obtain the minimum number of Unit Owners to serve on the ARC and the latter's function is therefore diminished, it will then be the responsibility of the Board to make final judgments on any matter pending before the ARC when this situation arises except in those instances when the Board requests that the property manager make a judgment on routine matters.

General Provisions

1. **Community-wide Standard.** The ARC will regulate any construction, external appearance and property improvements in such a manner as to comply with a Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.
2. **Procedure.** An Architectural Change Form is used for the purpose of requesting approval to alter the external appearance of a Unit or its related property. Forms may be obtained at the Property Manager's office. The completed form is to be returned to the Property Manager's office for processing. The ARC will review the request described on the form and render a decision. That decision will be returned to the applicant by the Property Manager within forty-five (45) days of receipt or, if delayed for any reason, notice to the applicant presenting reasons for such delay.
 - (a) The ARC will establish time limitations for the completion of any architectural improvements for which approval is required. Unless specifically excepted by the ARC, all approved changes shall be completed within six (6) months from the date of commencement of said improvements.
 - (b) Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ARC, its members, the Association, its members, or the Board assumes liability or responsibility thereof, or for any defect in any structure constructed from such plans and specifications.
3. **Disapproval.** In the event plans and specifications are disapproved, the party or parties making such submission may appeal in writing with appropriate argument and return it to the Property Manager. The resubmission will be reviewed by the Meadows' Board of Directors and a decision will be returned within forty-five (45) days of receipt or if delayed for any reason, notice to the applicant presenting reasons for such delay.
4. **Right to Review.** The Meadows' Board of Directors reserves the right to review and act upon any decision of the ARC.
5. **Conditions.**
 - (a) No construction such as clearing, excavation and other site work will take place, except in strict compliance with this Article, until the requirements of this Article have been fully met and until the approval of the ARC has been obtained,
 - (b) No construction or improvements (including, without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repainting, or other work will be 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 will have been approved. Nothing herein will be construed to limit the right of an Owner to remodel, or paint the interior of his Unit any color desired. Refusal of approval of plans, location, or specifications by the ARC or the Board of Directors may be based upon any reason including purely aesthetic conditions, which in the sole discretion of the ARC or the Board of Directors, will be deemed sufficient.
 - (c) In the event that structural changes and or improvements are approved by the ARC, the Unit Owner must sign a waiver and release that any damage incurred to the original structure by such structural change or improvement either at the time of completion or at any time subsequent, will be the Unit Owner's responsibility who must take immediate steps to rectify the damage at their own expense. In addition, any structural changes or additions to the surface of a Unit requires a Release Agreement to be executed and recorded with the County. This must be accompanied by a filing fee as designated by the County.
 - d) The ARC may require a bond to be posted to ensure compliance with cleaning requirements, payment of any damages, and compliance with the plans and specifications as approved.

ARTICLE XII

COVENANTS and SECURITY COMMITTEE

The Covenants and Security Committee, herein referred to as CC, should consist of a Chairperson appointed by the Board of Directors and one (1) Unit Owner (or an Alternate) for each of the six Villages making up The Meadows at Martin Downs. A quorum must be present to have a meeting and to conduct business and this quorum must consist of one-half of the Committee (or their alternates) plus one. The address of the CC will be the principal office of the Association as designated by the Board. Acting in accordance with the provisions of the Articles contained and set forth in this document and together with the Bylaws and Resolutions that the Board may adopt, the CC shall be the enforcement tribunal of the Association and will ensure that the covenants are uniformly followed by all Unit Owners and non-Owner residents. The Covenants and Security Committee shall have the authority to issue citations and levy fines. The Board will have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, the decisions of the CC.

In the event that the Meadows' Board of Directors cannot obtain the desired number of Unit Owners to serve on the CC and the latter's function is therefore diminished, it will then be the responsibility of the Board to make final judgments on any matter pending before the CC when this situation arises.

The Board reserves the right to review and act upon any decision of the CC.

ARTICLE XIII

LANDSCAPE COMMITTEE

The Landscape Committee herein referred to as LC, should consist of a Chairperson appointed by the Board of Directors and one (1) Unit Owner (or an Alternate) for each of the six Villages making up The Meadows at Martin Downs. A quorum must be present to have a meeting and to conduct business and this quorum must consist of one-half of the Committee (or their alternates) plus one. The address of the LC will be the principal office of the Association as designated by the Board. The function of the LC is to ensure that all landscape changes are in compliance with the requirements reflected below. The Board will have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, the decisions of the LC.

Decisions of approval and disapproval rendered by the LC will be based on majority judgment of the LC. Any LC committee member with a strong minority view can petition the LC chairperson for a rehearing and a final judgment.

In the event that the Meadows Board of Directors cannot obtain the minimum number of Unit Owners to serve on the LC and the latter's function is therefore diminished, it will then be the responsibility of the Board to make final judgments on any matter pending before the LC when this situation arises, except in those instances when the Board requests that the Property Manager make a judgment on routine matters.

General Provisions

- 1. Community-wide Standard.** The LC will regulate the type of plantings to be used on that portion of any Unit which may be maintained by the Association to best preserve and enhance values and to maintain a harmonious relationship to the natural vegetation and topography. No additional plantings will be permitted except those approved by the LC.
- 2. Procedure.** A Landscape Change Form is used for the purpose of requesting approval to alter the external appearance of the landscape. Forms may be obtained at the Property Manager's office. The completed form is to be returned to the Property Manager's office for processing. The LC will review the request described on the form and render a decision. That decision will be returned to the applicant by the Property Manager within forty-five (45) days of receipt or, if delayed for any reason, notice to the applicant presenting reasons for such delay.
- 3. Disapproval.** In the event plans and specifications are disapproved, the party or parties making such submission may appeal in writing with appropriate argument and return it to the Property Manager. The resubmission will be reviewed by the Meadow's Board of Directors and a decision will be returned within forty-five (45) days of receipt or if delayed for any reason, notice to the applicant presenting reasons for such delay.
- 4. Conditions.** A list of approved plants for common property is available at the Meadows' office. Should Unit Owners wish to change or add approved plants to their location, written approval must be obtained from the LC. The expense involved in making the change or addition will be borne by the Unit Owner. Refusal or approval of plans, location, or specifications by the LC or the Board of Directors

may be based upon any reason including purely aesthetic conditions, which in the sole discretion of the LC or the Board of Directors, will be deemed sufficient.

5. **Right to Review**. The Board reserves the right to review and act upon any decision of the LC.

ARTICLE XIV

USE RESTRICTIONS

1. **Residential Uses**. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any Property Manager retained by the Association or business offices or storage facilities for the Association) as may more particularly be set forth in this Declaration. The Board shall have standing to enforce such standards.

2. **Use Restrictions**. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, 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 until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a majority of the Unit Owners.

(a) **Signs**. No sign, symbol, name, address, notice, or 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. All commercial vehicles, recreational vehicles, trucks, pick-up trucks, trailers, campers, camper trailers, boats, watercraft, motorcycles, all-terrain vehicles, 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 will be raised, bred or kept in any unit, except that dogs, cats or other household pets kept in a unit may be kept in the unit, provided they are not kept, bred or maintained for any commercial purpose. No Owner may keep more than two (2) pets. No pet 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 will be permitted to maintain in their unit a pet reputed to be of mean or violent temperament or otherwise evidencing such temperament. Pets must be kept under leash at all times. Each pet owner will be required to immediately clean up after their pet. Each Owner, by acquiring a unit, agrees to indemnify the Association and hold it harmless against any loss or liability resulting from their, their family member's and their guest's, or their lessee's ownership of a pet. If a pet becomes obnoxious to other Unit Owners by barking or otherwise, the Owner will remedy the problem or upon written notice from the Association, will be required to remove the pet from the Unit.

(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 Martin Downs development as a whole. No 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 Properties.

(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 pickup days), all basketball hoops, all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units

or Common Areas. No clothing, laundry or wash will 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 ARC and only when protected from view by approved screening or fencing.

(g) **Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written approval of the ARC and must meet FCC regulations.

(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. Hot Tubs or Jacuzzis installed with the approval of the ARC are excluded from this provision.

(j) **Irrigation.** No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ARC 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 Association, the Master Association or the South Florida Water Management District, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains without prior approval of the ARC. The Association hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

(l) **Tree Removal.** No trees including those on Private Property shall be removed unless approved by the LC or the Property Manager. This would include diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons.

(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 holiday decorative lights, which may be displayed between December 1 and January 17 only, all exterior lights must be approved by the ARC.

(o) **Garden Decorations and Similar Items.** No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Garden decorations such as statues, figurines, birdbaths, sun catchers, benches, and chairs are not allowed in the front yard or on commonly maintained private property.

Decorative lighting on commonly maintained private property requires the approval of the ARC and must not interfere with normal yard maintenance activities. The Association will not be responsible for any damage to any decorative lighting.

Clay flower pots with flowers, or pots of equivalent utility are permitted on the driveway within five (5) feet of the home and along perimeter sidewalks of the home, provided they do not interfere with normal front yard maintenance activities, and are allowed without any special permission. The Association will not be responsible for any damage to the aforementioned.

Decorative flags (one per home) may be used provided they are neat and clean, affixed to the building in accordance with the ARC policy statement as may be revised from time to time by the Board of Directors, and not in conflict with the Community Wide Standard and may be used without any special permission.

Statuary, figurines, benches and chairs may be used inside the exterior foyer.

(p) **Lakes and Water Bodies.** All lakes, ponds, and streams within the Properties shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be permitted without the express approval of the Meadows' Board of Directors. 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, ponds, or streams within the Properties.

(q) **Recreational Facilities.** All recreational facilities and playgrounds furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

(r) **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. **The Units shall not be used in any trade, business, professional or commercial capacity**. Such activities may not be run out of, or run within, or advertised in any way that would indicate that the residence is a place to conduct business.

(s) **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 ARC.

(t) **Vehicles**. The Association shall have the right to deny access of any vehicle to the property. No van exceeding 78 inches in height, motorcycle, golf cart, all-terrain vehicle, truck, pick-up truck, trailer, boat, camper, motor home, bus, or similar vehicle shall be parked overnight on any part of the Properties, or in any driveway, or in any designated parking space within the Properties except within a garage or upon such portions of the Properties as the Board may, in their discretion, allow. Commercial vehicles, vans, or trucks delivering goods or furnishing services may temporarily park during daylight hours in the performance of their services for the Unit Owner.

(u) **Towing of Vehicles**. The Association shall have the right to authorize the towing away of any vehicle in violation of the parking rules listed in (b) above with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle Owner or violator.

(v) **Hurricane Season**. All Unit Owners who intend to be absent from their homes during the hurricane season (June 1 to November 30 of each year) shall prepare their Unit prior to departure by:

1) **Removing** all furniture, potted plants, hanging plants and other movable objects from their yard and deck area during any extended time away from their Unit during Hurricane Season as defined above.

2) **Installing** approved Hurricane Shutters or Hurricane Panels in accordance with paragraph (w) below.

3) **Shuttering** their home in emergency situations or when a Hurricane Watch or Warning is posted for Martin County and the surrounding area. Plywood or other materials may be used to shutter the home. If this method is employed by a Homeowner/Unit Owner, these temporary shutters must be removed and any damage to the building repaired at the Owner's expense within ten (10) days following the event.

4) **Designating** a responsible person or firm, satisfactory to the Association, to care for the Unit should it sustain hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane protection, which must be removed when the threat is passed. At no time shall hurricane shutters be permanently installed without the consent of the ARC since this is an addition to the Unit structure.

(w) **Permanently Installed Hurricane Shutters**. Hurricane shutters or panels which are permanently installed as part of the Unit structure must be white aluminum, white steel or other approved material. Units may be shuttered by the Unit Owner between June 1 and November 30 for hurricane protection. Without the express consent of the ARC, hurricane shutters shall remain open and panels removed at any other time.

(x) **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 cart 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. No golf cart shall be driven outside the entrance area or boundaries of The Meadows at Martin Downs. Owners of golf carts, by operating same within the boundaries of the general plan of development shall be presumed to have released the Association and the Master 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 and absolute 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, family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association or the Master Association for any and all damages the Association or the Master 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, or as a special Master Association Assessment pursuant to the procedures for such assessments as set forth in the Martin Downs Declaration.

(y) **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 and/or the Covenants and Security Committee 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 fifteen (15) 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 XV

COVENANTS REGARDING ZERO-LOT-LINE SINGLE FAMILY HOMES

(Hampton, Bedford and Carmel Models)

1. **Maintenance of Exterior of Home**. Each Owner shall maintain the exterior of his single family home, including 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 two (2) feet from the lot line or boundary. The Association will maintain the roof, fascia, gutter and soffit of each single family home in good condition and repair. All costs reasonably related to the Association's maintenance of the roof, fascia, gutter and soffit will be paid by the Association through a Neighborhood Assessment. This provision shall not be interpreted as requiring the Association to be an insurer of any single family home. Casualty losses resulting in the need for repairs to any such Unit shall be the Owners responsibility, and shall not be the responsibility of the Association.

2. **The cost of replacement of the roof, fascia, gutter and soffit will be the responsibility of the unit owner.** It is anticipated that the roofs of all homes will at some point deteriorate to the point where it is not effective to continue to repair them. These components will then need to be replaced, not necessarily at the same time.

Owners of single family homes will cooperate with the Association on roof replacement. If an owner should refuse to cooperate, the issue will be submitted to the Board of Directors. In reaching the final determination, the Board of Directors may consult a qualified engineer for advice. The cost of the engineer's report will be borne by the owner of the building. The decision of the Board of Directors will be final.

The Association will establish the design and specifications of the new roof and approve a qualified contractor to provide and install said roof according to community-wide standards.

The obligation of the Association to repair a roof, fascia, soffit or gutter will cease at the point where it is determined that a replacement is required and the Association has chosen a qualified contractor who is ready and willing to install said roof.

If it is determined that a roof has reached the point where it is not effective to repair and it becomes unsightly, the Association may replace the roof at the owners expense.

If the owner fails to reimburse the Association within thirty (30) days of written request, the Association will be entitled to assess the owner and file a lien against the non-agreeing owner and his unit, as per Article VIII, 3 [c] of this declaration.

The Association will be responsible for the repair and maintenance of the new roof after the warranty and guarantees provided by the roofer have expired.

3. **Drainage Problems on Private Property**. The Association will not be responsible for any standing water or drainage problems on private property.

4. **Maintenance of Rear Yard**. Unit Owners shall maintain their own lawn, landscaping, and sprinkler system located in the rear and side yard of their lot, which shall include all portions of the lot behind and including the vertical plane of the gated wall or fence between a zero-lot-line Single Family home and an adjacent Lot Perimeter Wall or, where there is no gated wall or fence, approximately seven (7) feet back from the corner of the building, that is, the rear edge of the side kitchen window closest to the front of the building. The Association shall maintain the lawn, landscaping, and sprinkler system located in the front yard (street side) of each Lot.

5. **Lot Perimeter Walls**. Maintenance and repair of the Lot Perimeter Wall will be the obligation of the Unit Owner. The Unit Owner will have an easement over that portion of the adjacent lot on which a Lot Perimeter Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Lot Perimeter Wall. However, in no event will any person make any structural or other changes in the walls, including, but not limited to painting, without the express written approval of the Architectural Review Committee. In the event the Board determines that the Lot Perimeter Wall has been damaged by the adjacent lot Owner, that Owner will 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 will have the right, at reasonable times, to enter the adjacent lot to effect such repair, and the cost thereof will be assessed to the adjacent lot

Owner. If not paid in a timely manner, the cost of repair will become a Special Assessment upon such adjacent lot owner. No Owner will cause any building or enclosure of any type to extend beyond the end of the Lot Perimeter Wall of the unit.

6. **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 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 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 thirty (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 the 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 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 fence within thirty (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.

7. **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.

8. **Single Family Home Insurance.** Each Owner of a zero-lot-line single family home shall maintain physical damage insurance for such home in an amount equal to the replacement value of the home. The Association may require that each Owner provide proof of this insurance. Should any Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance and all costs shall become a Special Assessment against such lot.

ARTICLE XVI

COVENANTS REGARDING TOWNHOUSES

Stamford Models

1. Utility Easements

(a) Each Unit Owner grants to all other Owners owning a Unit 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 Unit.

(b) Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located beneath or within the unit building may be shared equally by each of the Unit 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 a Unit Owner/tenant, any expense arising therefrom will be borne solely by such wrongdoer. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Areas may be paid by the Association through a Neighborhood Assessment.

2. Common Walls and Roofs.

(a) The 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 a 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 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 "common roofing."

(d) If a 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 Unit building. In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a Unit Owner, any expense incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the Unit 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 Unit 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 Unit Owner using said side, except as otherwise provided herein.

(f) No Owner will authorize the painting, refurbishing or modification of the exterior surfaces or roof of their Unit or of the Unit building without the consent of the ARC. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, may be done uniformly at the same time for the entire Unit neighborhood by the Association through a Neighborhood Assessment.

3. Maintenance of the Exterior of the Units.

(a) The Association will at all times be responsible for the maintenance and care of the exterior surfaces of the Units. The term "Exterior of the Unit" will include, but not be limited to, the exterior walls, courtyard fences, patio screen enclosure frames only if an integral part of the building design built by the developer, and exterior lights, excluding patio lights. The Association will not be responsible for the repair or replacement of any screens on any Unit, nor will the Association be responsible for the replacement of any glass. Repair and replacement of any screens or glass, except as provided under Article X, Insurance, for limited perils only, and the maintenance of any landscaping or shrubbery located within the courtyard or patio of a Unit will be the responsibility of a Unit Owner. The Association will maintain the roof, fascia, gutter and soffit of each Unit in good condition and repair. All costs reasonably related to the Association's maintenance of the roof, fascia, gutter and soffit will be paid by the Association through a Neighborhood Assessment.

(b) The Neighborhood Assessment, or Special Assessment, required to maintain the exterior of the Units by the Association in accordance with this Article will be made pursuant to the assessment powers and lien rights set forth herein.

4. The cost of replacement of the roof, fascia, gutter and soffit will be the responsibility of the unit owner. It is anticipated that the roofs of all homes will at some point deteriorate to the point where it is not effective to continue to repair them. These components will then need to be replaced, not necessarily at the same time.

All owners within a building will cooperate with the Association on roof replacement. In reaching the final determination the Board of Directors may consult a qualified engineer for advice. The cost of the engineer's report will be borne by all owners of the building. The decision of the Board of Directors will be final.

The Association will establish the design and specifications of the new roof and approve a qualified contractor to provide and install said roof according to community-wide standards.

The obligation of the Association to repair a roof, fascia, soffit or gutter will cease at the point where it is determined that a replacement is required and the Association has chosen a qualified contractor who is ready and willing to install said roof.

In any case where it is determined that a roof has reached the point where it is not effective to repair, the roof must be replaced at the owners' expense.

If agreement on replacing the roof cannot be reached between the owners and the Association, the Association may replace the roof and assess the non-agreeing owners of the units as a Special Assessment. If the assessment is not paid, the Association may file a lien against the owner(s) and their unit(s) as per Article VIII 3 [c] of this declaration.

The Association will be responsible for the repair and maintenance of the new roof after the warranty and guarantees provided by the roofer have expired.

4. Parking Spaces.

(a) The Association has the right to assign the use of particular parking spaces to a particular Unit. The assignment of use may be made by describing the particular parking spaces by reference thereto in a document entitled "Assignment of Use of Parking Space" which may be delivered at the same time as title is conveyed to the Unit. The use of the parking space shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim upon said Unit.

(b) The assigned parking spaces are reserved for the exclusive use of Owners, their family members, invitees, lessees and guests. The remainder of the parking spaces shown on the site plan for any Unit neighborhood will be set aside for guest and handicapped parking. All parking spaces will be used in accordance with the rules and regulations as may be promulgated from time to time by the Board. All parking spaces may be maintained and repaired through Neighborhood Assessments.

ARTICLE XVII

COVENANTS REGARDING PATIO HOMES

Capri Models and Sun Terrace Homes (Quadraplexes)

1. Utility Easements.

(a) Each patio home Owner grants to all other Owners owning a patio 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 patio home.

(b) Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located beneath or within the patio home building will be shared equally by each of the patio 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 a patio home Owner, any expense arising therefrom will be borne solely by such wrongdoer. Any expense caused by the utility or service company to service lines located within the common areas may be paid by the Association through a Neighborhood Assessment.

2. Common Walls and Roofs.

(a) The patio homes 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 a patio home 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 patio home 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 "common roofing."

(d) If a patio home 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 patio home building. In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a patio home Owner, any expense incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the patio 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 patio 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 patio home Owner using said side, except as otherwise provided herein.

(f) No Owner will authorize the painting, refurbishing or modification of the exterior surfaces or roof of his patio home or of the patio home building without the consent of the ARC. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, may be done uniformly at the same time for the entire patio home neighborhood by the Association through a Neighborhood Assessment.

3. **Maintenance of the Exterior of the Patio Homes.**

(a) The Association shall at all times be responsible for the maintenance and care of the exterior surfaces of the patio homes. The term "exterior surfaces of the patio home" shall include, but not be limited to, the exterior walls, patio screen enclosure frames only if an integral part of the building design built by the developer, exterior lights (excluding patio lights), sliding glass doors, and windows in accordance with the maintenance policy statement as may be revised from time to time by the Board of Directors. The Association shall not be responsible for the maintenance, repair, or replacement of any screens on any patio home, nor shall the Association be responsible for the replacement of any glass, except as provided under Article X Insurance, for limited perils only. Maintenance, repair, and replacement of any screens, glass, or patio light bulbs, and the maintenance of any landscaping or shrubbery located within the patio of a patio home shall be the responsibility of the patio home Owner. The Association will maintain the roof, fascia, gutter and soffit of each Unit in good condition and repair. All costs reasonably related to the Association's maintenance of the roof, fascia, gutter and soffit will be paid by the Association through a Neighborhood Assessment.

(b) The Neighborhood Assessment or Special Assessment required to maintain the exterior of the patio homes by the Association in accordance with this Article may be made pursuant to the assessment powers and lien rights set forth herein.

4. **The cost of replacement of the roof, fascia, gutter and soffit will be the responsibility of the unit owner.** It is anticipated that the roofs of all homes will at some point deteriorate to the point where it is not effective to continue to repair them. These components will then need to be replaced, not necessarily at the same time.

All owners within a building will cooperate with the Association on roof replacement. In reaching the final determination the Board of Directors may consult a qualified engineer for advice. The cost of the engineer's report will be borne by all owners of the building. The decision of the Board of Directors will be final.

The Association will establish the design and specifications of the new roof and approve a qualified contractor to provide and install said roof according to community-wide standards.

The obligation of the Association to repair a roof, fascia, soffit or gutter will cease at the point where it is determined that a replacement is required and the Association has chosen a qualified contractor who is ready and willing to install said roof.

In any case where it is determined that a roof has reached the point where it is not effective to repair, the roof must be replaced at the owners' expense.

If agreement on replacing the roof cannot be reached between the owners and the Association, the Association may replace the roof and assess the non-agreeing owners of the units as a Special Assessment. If the assessment is not paid, the Association may file a lien against the owner(s) and their unit(s) as per Article VIII 3 [c] of this declaration.

The Association will be responsible for the repair and maintenance of the new roof after the warranty and guarantees provided by the roofer have expired.

ARTICLE XVIII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to the Homeowners Documents, notwithstanding any other provisions contained therein.

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 becoming 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 Properties 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.

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 two-thirds (2/3) of the first Mortgagees or Voting Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) by act of 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, by the Board of provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods 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 .

First 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 first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. **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.

4. **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.

5. **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.

6. **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 thirty (30) days of the date of the Association's request.

ARTICLE XIX

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, or any Unit Owner 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 actions. 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 XX

AMENDMENTS

1. This Declaration may be amended by consent of fifty-one percent (51%) of the Unit Owners whose votes shall be cast by the Voting Members as defined in Article I(40). Such an amendment shall thereafter be put to a vote of the Unit Owners for confirmation or rejection. A negative vote by fifty-one percent (51 %) of all Unit Owners will reject the amendment.

(a) Unit Owners may propose changes to the Board. Periodically, a request for same shall be published with instructions as to procedures to forward ideas for changes to the Board.

(b) The Covenants and Security Committee shall formulate the wording of proposed covenant changes. The wording shall be approved by a majority vote of the Committee. The approved wording shall be reported at the next meeting of the Board of Directors.

(c) Upon receipt of proposed covenant changes, the Board of Directors shall discuss each proposed change. However, the voting upon any proposed change shall not be held until the Neighborhoods have met and had an opportunity to discuss the proposed change or changes. Should a Neighborhood fail to conduct a meeting before the next regularly scheduled Board meeting this requirement shall be deemed waived. After the Neighborhood meetings have been held, the Voting Members shall vote at the next Board meeting. The affirmative vote of Voting Members representing at least fifty-one percent (51%) of the Unit Owners shall be sufficient to approve any proposed change. Any rejected change shall proceed no further .

(d) After the proposed change or changes have been approved by the Voting Members, a ballot shall be prepared and mailed to each Unit Owner at least forty-five (45) days prior to the Annual Meeting. The ballot shall set forth each proposed Covenant change in its entirety, shall describe the article and section being amended, and in a cover letter shall explain the reason for the proposed change and the fact that the change was discussed at Neighborhood meetings and approved by the Voting Members. The ballot shall be accompanied by a return envelope. In order for the vote to be counted, the ballot shall be returned either by mail or in person at least five (5) days prior to the Annual Meeting of the Association. The ballot shall be returned to The Meadows at Martin Downs' office or to the Post Office Box of the Association.

(e) The Covenants Committee or a committee appointed by the Board of Directors shall collect the ballots returned and tabulate the results. A blank ballot or any ballot incorrectly completed shall not be counted. The Chairman of the Committee shall deliver a report at the Annual Meeting, setting forth the voting on the proposed changes and announcing the proposed change(s) which have been confirmed or rejected, and the vote count.

(f) A vote of fifty-one percent (51%) of all Unit Owners against the change shall reject the amendment and overrule the Voting Members.

2. This Declaration may be amended by the Unit Owners by means of a petition to the Board of Directors with respect to proposed Covenants changes and a consenting vote of fifty-one percent (51%) of the Unit Owners.

(a) Any such petition shall set forth the exact verbiage of the proposed change, shall identify the Article and section to be amended and shall bear at least 278 signatures representing one-third of the Unit Owners. The petition shall set forth the signature, the printed name, and the address of each Unit Owner petitioning. Only one signature shall appear on the petition from each Unit. Such a petition shall not require the approval of the Covenants and Security Committee or the Board of Directors.

(b) Such a proposed change, in the form of a petition, must be received by the Board at least seventy-five (75) days prior to the Annual Meeting or Special Members (Unit Owners) Meeting called for that purpose, setting forth the voting on the proposed changes and announcing the proposed change(s) which have been confirmed or rejected, and the vote count. Should a petition be received, the Board

shall be required to hold a meeting to discuss same between receipt of the petition and the mailing of ballots.

(c) Such a proposed change shall be mailed in the same ballot form as described in 1(d) herein. The cover letter may contain a statement as to the recommendation of the Board as to passage or rejection of the proposed change.

(d) Such a proposed change shall require the affirmative vote of fifty-one percent (51%) of all the Unit Owners in order to become an amendment to this Declaration.

ARTICLE XXI

CONVEYANCES

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

1. **Notice to Association.** 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. In addition, the Unit Owner must provide to the buyer a copy of the Covenants upon entering into a contract to sell the Unit. Except as provided 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.

2. Lease Agreement Terms.

(a) Any and all lease agreements between an Owner and a lessee of such Owner will be in writing, will provide for a term of not less than four (4) months, and must provide that the lessee will 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 will be a material default and breach of the lease agreement. The lease agreement will also state the party who will be responsible for the assessments as stated above, and it will 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, an unit Owner, by leasing their unit, automatically delegates their right of use and enjoyment of the Common Areas and facilities to their lessee; and in so doing, said Owner relinquishes said right during the term of the lease agreement.

(b) No unit may be leased more than one time during any calendar year. Subleasing or assignment of leases shall not be allowed.

(c) A Unit Owner who wishes to lease their unit will submit a completed application to be provided by the Property Manager together with a reasonable non-refundable application fee. The Property Manager will have the right to cause an investigation to be made as to any prospective lessee. Upon receipt of a negative report, the Board of Directors may refuse the approval of any prospective lessee. This provision will not apply to renewal leases.

3. **Sale of Property.** A prospective buyer who wishes to buy a Unit will submit a completed application to be provided by the Property Manager together with a reasonable non-refundable application fee. The Property Manager will have the right to cause an investigation to be made as to any prospective buyer. Upon receipt of a negative report, the Board of Directors may refuse the approval of any prospective buyer.

4. **Association Approval.** Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association may 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 will be required to agree to comply with the Rules and Regulations of the Association. All requirements of the Certificate of Approval should be fully completed prior to the transfer and the Certificate of Approval will be recorded together with the deed. Should any deed be recorded without the prior issuance of the Certificate of Approval, the grantor and grantee will both be liable for any and all obligations relative to the unit at issue, including but not limited to assessments, fines, penalties or other restrictions.

5. **Delinquent Unit Owner.** Notwithstanding the provisions above, in the event that an 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 XXII

TERMINATION

1. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

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

(a) That all Units shall continue to be used solely as Single Family residences; and

(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 or hers pro rata share of expenses to continually maintain the Common Areas.

3. 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 often (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 signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the Units agreeing to terminate this Declaration, 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.

4. 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 XXIII

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

The Association is a mandatory member of the Martin Downs Property Owners Association, Inc. ("Master Association"). The individual Unit Owners shall not be members of the Master Association. The Association is obligated to collect and to pay to the Master Association such Master Association Assessments for expenses as are billed to the Association. Each Unit Owner agrees to be bound by all of the terms, provisions, and conditions contained in the Declaration of Covenants and Restrictions for Martin Downs, Articles of Incorporation, and the Bylaws of the Master Association ("Master Association Documents"). In the event of any conflict between the Homeowners Documents and the Master Association Documents, then the Master Association Documents shall control.

ARTICLE XXIV

MISCELLANEOUS

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 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.

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.

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.

4. **Severability.** In the event anyone 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.

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

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, Bylaws, 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.

7. **Street Lighting.** The Common Area street lighting will be obtained by the Association from Florida Power & Light Company. The Association shall be responsible and liable for any financial assurances required by Florida Power & Light Company.

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