

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
757922 TURTLE CREEK EAST II

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Declarant, is the owner of certain real property to be hereinafter known as TURTLE CREEK EAST II in Martin County, Florida, and more particularly shown on Exhibit "A" attached hereto (the "Property"), and hereby makes the following Declaration of Covenants, Conditions and Restrictions covering the Property, specifying that this Declaration shall constitute a covenant running with the land shown on Exhibit "A" above and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These Protective Covenants, shall be for benefit of and limitation upon all present and future owners of all or any lot on the Property, and of other property owned by the undersigned which shall be made subject to these Covenants at a later date.

1. Definitions. The following words, phrases and groups of words are used in this Declaration, or the Articles of Incorporation of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., or By-Laws thereof, or deposit receipt contract, sales agreements or any other literature associated with the project known as TURTLE CREEK EAST II, they shall have the meaning set forth herein:

1.1 "Association" shall mean and refer to TURTLE CREEK EAST OWNERS ASSOCIATION, INC., its successors or assigns.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Public Records of Martin County, Florida.

1.4 "Member" shall mean and refer to those persons entitled to vote as provided in the Articles.

1.5 "Articles" shall refer to the Articles of Incorporation of TURTLE CREEK EAST OWNERS ASSOCIATION, INC.

1.6 "By-Laws" shall refer to the By-Laws of TURTLE CREEK EAST OWNERS ASSOCIATION, INC.

1.7 "Property" shall mean and refer to that certain real property shown on Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

1.8 "Declarant" shall mean and refer to BECKWITH & ASSOCIATES, INC., a Florida Corporation, and its successors and assigns.

1.9 "Lot" shall mean and refer to each of the thirty-four (34) separate lots.

1.10 "TURTLE CREEK EAST II Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The TURTLE CREEK EAST II common area to be owned by the Association

THIS INSTRUMENT PREPARED BY:

Charles R. L. White, Esquire  
535 East Indiantown Road  
Jupiter, Florida 33477

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at the time of the conveyance of the first Lot is more particularly described on Exhibit "A" attached hereto.

2. Easements of Enjoyment.

2.1 Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

2.1.1 The right of the Association to suspend the voting rights and right to use of Common Areas and any facilities thereon by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

2.1.2 The right of the Association to dedicate or transfer all or any part of both Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer shall be signed effective unless an instrument agreeing to such dedication or transfer by Seventy-Five (75%) Percent of the Members entitled to vote on the issue has been recorded in the Public Records of Martne County, Florida.

3. Title. Each Owner at TURTLE CREEK EAST II will own fee simple title to his Lot.

4. Maintenance of Lots. No Owner shall in any way deface the exterior of his dwelling or any structure on his Lot. Exterior walls and roof are to be maintained by each Lot Owner in quality condition equivalent to that at the time of its completed construction at all times. Failure to maintain the Lot in such manner may result in a notice to the Owner from the Association setting forth the items to be corrected within a thirty (30) day time period. In the event the notice is not adhered to, the Association may contract to have such work performed and the Owner will be charged for the invoices delivered by such contractors or workers together with any reasonable costs of the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the Lot and Owner shall be responsible for attorneys' fees and costs of the Association incident to the collection of such assessment or enforcement of such lien.

5. Exterior Finish of Improvements. Each Owner covenants and agrees that the entire structural and decorative themes of all common and private exterior areas will remain as they were originally designed by the Declarant. The only method by which this original theme can be changed will be under Board direction with 100% of all Members voting for the change, and in that event, the change would effect all units and Common Areas in unison. In addition, if there are any mortgages upon the Lots, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change being effected. An Owner shall not be required to obtain any approval for the painting of the exterior of the dwelling on his Lot in a color and finish consistent and compatible with the color and finish of all other dwellings at TURTLE CREEK EAST II.

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6. Structural Repair and Maintenance of Dwelling. Normal maintenance such as recoating, repainting or repairing shall be done uniformly and at the same time for all structures by the Association upon approval by two-thirds (2/3rds) vote of Members. The expense of such maintenance shall be borne equally by the Owners. In the event of damage or destruction which is confined to the structural area wholly within the dimensions of one Lot, the repair or replacement shall be at the expense of the said Owner. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful

misconduct, the Association may have such building repaired and shall be entitled to a lien on the Lot so failing to pay for the amount of such repair or replacement cost.

7. Mortgagee's Rights. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder. In addition, shall have the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs and not reimbursed to said mortgagee by the Owner. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien provided for herein by the Association.

8. Insurance.

8.1 Property, Flood and Casualty Insurance. The Association shall maintain property, flood and casualty insurance on all buildings and other improvements on the Common Area. No insurance will be carried by the Association on any contents of any Owner's dwelling. Each Owner will be assessed annually for one-twelfth (1/12) the total insurance premium. The insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed, which shall be sixty (60) days prior to the expiration date of the policy covering the buildings and other improvements at TURTLE CREEK EAST II. The Association shall have the right to file a lien against the Lot of such Owner who shall fail to make his required assessment payments. In the event of any casualty loss covered under the master policies, the Association shall be the agent of all Owners and shall adjust such loss on their behalf.

8.2 Liability Insurance. The Association shall also purchase such liability insurance as may be necessary on the Common Areas to protect respective interests of the Association and the Owners. Such assessments for this insurance will be handled as set forth below.

9. Membership in the Association and Voting Rights. Each Owner shall automatically become a member of the Association by virtue of acceptance of the deed of conveyance to his Lot. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. As a member of the Association, the Owner shall be governed by the Articles of Incorporation. Each Owner shall be entitled to one vote on all matters put before Members of the Association for a vote. When more than one person holds an interest in any Lot, all such persons shall be treated as one member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to each Lot. The Declarant shall be entitled to one (1) vote for each Lot owned including Lots on which dwellings are planned but not yet constructed.

10. Payment of Assessments. The Association shall collect a charge four times a year from each Owner. This charge shall be used to maintain the lawn and landscaping of the Common Area, paying the electric, water and sewage expenses incurred in maintaining the lawn and streets in Common Areas. This charge shall be defined as "Current Expenses" within the terms of the By-Laws. The money shall be used exclusively to promote the recreation, health safety and welfare and the Owners, and for the improvement, maintenance, repair and replacement of the Common Areas. Each Owner shall be assessed one-thirty-fourth (1/34) of the total "Current Expenses".

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In addition, the Association shall collect a charge four times a year from each Owner for the cost of maintaining a manager's office and paying the manager's salary. This charge shall be defined as "Manager's Expense". This expense shall be

borne equally by all Owners, each Owner paying a one-thirty-fourth (1/34th) share. Both of these charges shall be that which is set by the Association and may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate TURTLE CREEK EAST II. Each Owner shall be responsible for paying his assessment charge on a current basis. The Association shall have the right to file a lien against the Lot of an Owner who fails to pay his maintenance assessment after the due date and elapse of all grace periods. In addition to the quarterly assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any repair or replacement to any portion of the common property, provided that any such assessment shall have the assent of Seventy-Five (75%) Percent of Members who are voting in person or by proxy at a meeting duly called for this purpose under the terms set forth in By-Laws of the Association.

All assessments for "Current Expenses" and Manager's Expenses shall be collected in advance. This means that a charge due on April 1st shall be collected on January 1st.

11. Covenants to Pay Assessments. (a) The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, interest thereon, late charges, costs of suits, expenses and attorney's fees, if any, as may be established and or determined as provided for in this Declaration. The annual and special assessments, together with interest thereon at the rate of Eighteen (18%) Percent per annum from the due date if not paid prior to the elapse of the grace period, costs of suit, expenses and reasonable attorney's fees, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. The lien shall be evidenced by an instrument executed by the Association and recorded in the Public Records of Martin County, Florida, shall be enforced in the same manner as is provided for by law for the enforcement of mechanic's and materialmen's liens.

(b) The assessment, along with interest thereon, late charges, costs of suit, expenses and attorneys fees shall also be the personal obligation of the Owner who was the owner of the Lot as of the date the assessment falls due.

11.1 From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment and/or quarterly charge may be increased each year not more than Five (5%) Percent above the assessment of the previous year without a vote of Seventy-Five (75%) Percent of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

11.2 The Board of Directors may fix an annual assessment not in excess of the maximum amount.

11.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in party, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the lawn or roads of the TURTLE CREEK EAST II common property including fixtures and personal property related thereto, provided that any such assessment shall have the consent of Seventy-Five (75%) Percent of all Member who are voting in person or by proxy at a meeting duly called for this purpose. Any special assessments for capital improvements of this nature will be charged to the Owners in accordance with the assessment plan as described above.

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11.4 Notice and Quorum for any Action Authorized Under Article II. Written notice of any meeting called for the purpose of taking any action authorized under this Article 11 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all of the votes of the Members entitled to vote on that issue shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

12. Assessment Payments. All assessments are due and payable immediately upon their issuance or the date specified therein by the Association. Should any assessment not be paid within Ten (10) Days from the date of issuance thereof or the date so specified, the Association shall be entitled to assess against the Owner a late fee of ONE HUNDRED (\$100.00) DOLLARS to partially compensate the Association for its additional bookkeeping, administration and collection activities with regard to said late assessment payment. All sums, including late fees unpaid after Thirty (30) days from due date shall bear interest thereof at the rate of Eighteen (18%) Percent from the date when due until paid. All payments upon account shall first be applied to interest and then to the late charge and then to the assessment payment first due.

12.1 Should any assessment not be paid within Thirty (30) Days from the due date thereof, the Association may upon Five (5) Days notice, declare due and payable all assessments applicable to that Lot for the year in which the delinquency occurs.

12.2 The Association may bring an action at law against the Owner personally obligated to pay same without waiving any claim of lien it may have against the Lot, or after first perfecting its lien as stated elsewhere herein, foreclose the lien against said Owner's Lot. The lien for unpaid assessments shall also secure the reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

12.3 No Owner may waive or otherwise avoid liability for the assessments of the Association by nonuse or partial use of the Common Areas he is entitled to use or claim offset against the Association, or abandonment of his Lot.

12.4 Each Owner by his acceptance of a deed to his Lot consents to jurisdiction of the Courts of Martin County, Florida, and waives any rights of alternative venue or jurisdiction in the event an action is brought against him by the Association for collection of an assessment.

13. Use of Common Property. Each Owner shall have perpetually the full, non-exclusive free right and easement to the use and enjoyment of all of the TURTLE CREEK EAST II common property owned by the Association, subject to the rights of all other Owners of Lots located on the Property. This right shall include but not be limited to a right of ingress and egress throughout the common property and shall also extend to all invitees and guests of an Owner. This use is, however, subject to any reasonable regulations for the use of this common property as may be established from time to time by the Association.

13.1 Nuisances. No nuisance shall be allowed upon common property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and property use of the property by its residents. All parts of the common property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any

fire hazard allowed to exist. No Owner shall permit any use of his Lot or make any use of the common property that will increase the cost of insurance upon the common property.

13.2 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the common property or any property operated by the Association nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

13.3 Guests. Each Owner shall be fully responsible for the activities and actions of his guests or visitors and shall take all action necessary or required to insure that all guests and visitors fully comply with the provisions of this Declaration and all rules and regulations of the Association.

14. Mortgagees' Access. All mortgagees of Lots shall specifically have a complete right of access to all of the common properties for the purpose of ingress and egress to any and all Lots upon which they have a mortgage loan.

15. Mortgagee's Possession. When the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title to the dwelling as a result of foreclosure of the first mortgage, or be a deed taken in lieu of foreclosure, such acquirer of title, his successor and assigns, shall not be liable for any delinquent assessments of the former Owner which became due prior to the acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the Owners. Whenever a title is acquired as stated aforesaid of such acquirer shall be responsible for all assessments whatsoever, from that date forward, until title to the Lot is transferred from such acquirer.

16. Utility and Governmental Service Easements. Easements are specifically reserved to the Declarant and granted to Owners and such appropriate utility and other service companies or providers of the services hereinafter set forth as are from time to time designated by Declarant, such easements over, under, in and upon the Lots as may be necessary to provide utility services for ingress and egress for persons to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, television transmission and cable transmission facilities, security service and facilities in connection therewith and for governmental purposes. An easement for encroachment in favor of all Owners in the event any portion of any of the Lot encroaches upon any other Lot as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. This easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Owners and shall also include cross easements of support and use over, upon across, under through and into the Lot in favor of the Owners and/or their designees. These easements may be assigned by the Declarant in whole or in part to any city, county or state governmental or agency thereof, or any duly licensed or franchised or public utility or any other appropriate designee of Declarant.

17. Control of Association. The Declarant shall retain sole control of the Association until sales have been closed on at least twenty-five (25) Lots. During the period the Declarant has sole control of the Association, it has the sole right to amend this Declaration of Covenants, Conditions and Restrictions without requirement of the joinder of any Owner. Further, the Declarant shall have the right, with regard to any Lots still owned by it, to use same as its sales office or as a model.

18. Liens. Any lien referred to in this Declaration shall not be effective unless and until the same has been recorded in the Public Records of Martin County, Florida.

19. Duty to Repair Dwelling. In the event a dwelling is damaged, through an act of God or other casualty, that Owner shall promptly cause his dwelling to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the association to enforce such repair and rebuilding of the dwelling to comply with this responsibility.

20. Length of Covenant. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Ten (10) years from the date these covenants are recorded, or until the undersigned has sold all Lots, whichever occurs last, after which time they shall be extended automatically for successive periods of Ten (10) Years, unless a written instrument agreeing to change the covenants, in whole or in part, signed by a majority of the then Owners of the Lots and their mortgagees has been recorded.

21. Enforcement of Covenants. Enforcement of these covenants may be made by an Owner or the Association, by an action against any person or persons violating or attempting to violate these covenants either to restrain the violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

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

23. Amendment. This Declaration may be amended by a duly recorded instrument executed by not less than Seventy-Five (75%) Percent of the Members. No amendment shall alter the assessment lien or subordination provisions as to first mortgagees without the prior approval of the mortgagee enjoying such protection. Declarant shall have the right at any time within Five (5) Years from the date of its recordation to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein.

24. Easement for Enforcement. The Association is granted an easement over the property of each Owner for the purpose of enforcing the provisions of this Declaration, and may go upon the property of the said Owner to remove or repair any existing cause of a violation hereof. If the Owner, after written notice by the Association to cure the violation fails to do so, the Association shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorney's fees shall become the personal obligation of the Owner and be lien against his Lot in the same fashion as if said sums represented monies due for unpaid assessments.

25. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and typography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or

disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

26. No Defect of Title. In the event that any Lot shall encroach upon any of the common properties it shall not affect the title of that Lot.

27. Common Area Maintenance. The Association shall own and maintain all common areas for TURTLE CREEK EAST II. The Association shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise (except to an organization conceived and organized to own and maintain the common areas) without first receiving approval from the Board of County Commissioners for Martin County, Florida. In the event the Association (or any successor organization) fails at any time to maintain the common areas in reasonable order and condition in accordance with the approved final development plan, then the Board of County Commissioners for Martin County can serve written notice by certified mail, return receipt requested, upon the Association and upon each Owner within TURTLE CREEK EAST II, which notice shall set forth the manner in which the Association has failed to maintain the common areas in reasonable order and condition and shall demand that such failure be remedied within Thirty (30) Days of the sending of such notice or in the alternative that such Association appear before the Board at a specified time, at least Ten (10) Days, but not more than Thirty (30) Days after the sending of such notice, either to contest the alleged failure to maintain common areas or to show cause why it cannot remedy such failure within the Thirty (30) Day period. If such failure has not been remedied within the Thirty (30) Day period, or such longer period as the Board may have allowed, then the Board, in order to preserve the taxable values of the real property within the development and to prevent the common areas from becoming a public nuisance, it shall hold a public hearing to consider the advisability of the County entering upon such common areas and maintaining them for a period of One (1) Year. Notice of such hearing shall be sent certified mail, return receipt requested, to the Association and to each Owner within TURTLE CREEK EAST II and shall be published one time in a newspaper of general circulation published in the County. Such matters shall be sent and published at least Fifteen (15) Days in advance of the hearing. At such hearing, the Board may determine that it is or is not advisable for the County to enter upon such common areas, taking possession of them and maintain them for One (1) Year. Martin County shall be granted such right of entry, possession and maintenance, provided that the above procedures have been followed, and in such event, such entry, possession and maintenance shall not constitute a trespass. However, such entry, possession and maintenance shall not give the public any right to use the common areas. The Board may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the Association, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional One (1) Year periods. The cost of maintenance by the County shall be assessed ratably against the properties within TURTLE CREEK EAST II that have a right to enjoyment of the common elements and shall become a charge or lien on said properties, and such charge shall be paid by the



owners of said property within Thirty (30) Days after receipt of a statement therefor. All trees, shrubs and groundcovers set aside for preservation must not be altered without prior approval from Martin County.

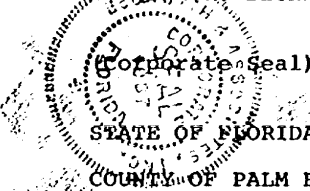
IN WITNESS WHEREOF, we have set our hands and seals this day of 2/20, 1989.

BECKWITH & ASSOCIATES, INC.

By: [Signature]  
GORDON R. RIPMA, President

ATTEST:

[Signature]  
WILLIAM R. BECKWITH, Secretary

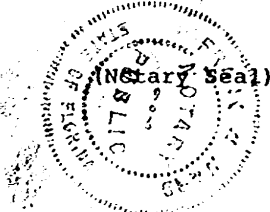


STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing Declaration of Covenants, Conditions and Restrictions of TURTLE CREEK EAST II, was acknowledged before me this 20<sup>th</sup> day of February, 1989 by GORDON R. RIPMA, President and WILLIAM R. BECKWITH, as Secretary of BECKWITH & ASSOCIATES, INC., a Florida Corporation.

[Signature]  
Notary Public-State of Florida

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 19, 1992  
BONDED THRU AGENT'S NOTARY BROKERAGE

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EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in Section 23, Township 40 South, Range 42 East, Martin County, Florida. Said Parcel being more particularly described as follows:

Lots 2 through 10, Block 1 together with Lots 12 through 19, Block 2 and together with Lots 21 through 24, Block 3, according to the Plat of Turtle Creek East, as recorded in Plat Book 8, Page 64, Public Records of Martin County, Florida.

Containing 6.799 acres.

FILED FOR RECORD  
MARTIN CO., FLA.  
89 MAR 10 PM 3:24  
MARSHA STILLER  
CLERK OF CIRCUIT COURT  
RY  
D.C.