

Prepared By:
Sablewood Property Owners Association, Inc.
P.O. Box 8554
Hobe Sound, FL 33475

INSTR # 2203712
OR BK 02447 PG 2470
Pg 2470 - 2471 (2pgs)
RECORDED 04/14/2010 04:31:50 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L. Bettineschi

Record and Return to:
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, Florida 34995

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SABLEWOOD**

The Declaration of Protective Covenants, Conditions and Restrictions for Sablewood has been recorded in the public records of Martin County, Florida at Official Records Book 785, Page 2387 et. seq. and amended at Official Records Book 842, Page 393 et. seq. and OR Book 2323, Page 706, et. seq. The same Declaration of Protective Covenants, Conditions and Restrictions for Sablewood is hereby amended as approved by the Membership by vote sufficient for approval by written consent.

1. Paragraph 9.1.8 is amended to read as follows:

9.1.8 Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on any lot shall be approved, in advance, by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Parcels, if any. Chain link fencing may be used, providing the fencing used is black or dark green vinyl coated chain link, and meets all requirements of the Martin County Code. In addition, the fencing may not be visible from the street in front of the residence and lot, be constructed no further toward the front of the house than the rear corner of the house, and protrude no further either side of the house, than each side wall of the house. In the event, if any portion of the fencing can be seen from the street, it must be concealed by hedging, other fencing, or in a manner approved by the A.R.B., and if the fencing can be seen by adjoining neighbors, it will be concealed by hedges or other means as approved by the A.R.B. It is the homeowner's responsibility to maintain all fencing, regardless of composition. Deteriorated or unsightly fencing shall be repaired or replaced in a timely manner.

(The balance of Paragraph 9 remains unchanged)

2. The foregoing amendment to the Declaration of Declaration of Protective Covenants, Conditions and Restrictions for Sablewood was adopted by the membership by a vote sufficient for approval by written consent.

3. All provisions of the Declaration of Declaration of Protective Covenants, Conditions and Restrictions for Sablewood are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29th day of MARCH 2010.

WITNESSES AS TO PRESIDENT:

SABLEWOOD PROPERTY OWNERS' ASSOCIATION, INC.

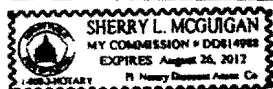
Sally Savarese
Printed Name: SALLY SAVARESE
J. P. McGuigan
Printed Name: J. P. MCGUIGAN

By: Ronald Marsa
RONALD MARSA President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on MARCH 29, 2010, by RONALD MARSA, as President of Sablewood Property Owners' Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal



Sherry L. McGuigan
Notary Public

WITNESSES AS TO SECRETARY:

SABLEWOOD PROPERTY OWNERS' ASSOCIATION, INC.

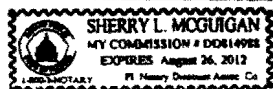
Sally Savarese
Printed Name: SALLY SAVARESE
J. P. McGuigan
Printed Name: J. P. MCGUIGAN

By: Ruth Martini
Ruth Martini Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on MARCH 29, 2010, by RUTH MARTINI, as Secretary of Sablewood Property Owners' Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal



Sherry L. McGuigan
Notary Public



- Last Page -

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CLERK OF MARTIN COUNTY FLORIDA
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CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SABLEWOOD

The Declaration of Protective Covenants, Conditions and Restrictions for Sablewood has been recorded in the public records of Martin County, Florida, at Official Records Book 785, Page 2387 et. seq. and amended at Official Records Book 842 at Page 393. The same Declaration of Protective Covenants, Conditions and Restrictions for Sablewood is hereby amended as approved by the Membership by written consent.

1. Article IX, Use Restrictions, Section 9.1.12, Recreational and Commercial Vehicles is amended to read as follows:

9.1.12 Passenger, Recreational and Commercial Vehicles. No boat, motor home, travel trailer, recreational vehicles, including pickup trucks fitted with camper tops which extend above the truck cab, or habitable motor vehicle of any kind, commercial vehicle, inoperative or unsightly vehicle shall be placed or parked upon any Parcel except within an enclosed garage and totally removed from public view. Four-wheel passenger pickup trucks are permitted provided they are manufacturer's stock or standard pickup trucks (not exceeding three-quarter ton capacity, single axle, with beds clear of debris, equipment and tools, ladders or other objects or items visible to the observer). No signs or advertising (other than manufacturer's logos or registered trademarks) shall be displayed on any vehicle. Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel, and recreational vehicles may be parked on a Parcel for a period not to exceed twelve (12) hours in any twenty-four hour period and not to exceed three (3) consecutive days. No vehicle of any kind shall be parked overnight on the street. The Association shall have the right to authorize towing of any vehicles in violation of this provision and to collect the cost thereof from the owner.

(The balance of Article IX remains unchanged.)

2. The foregoing amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Sablewood was adopted by the Membership by written consent effective on February 19, 2005.

3. All provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Sablewood are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 12th day of April, 2008.

WITNESSES AS TO PRESIDENT:

[Signature]
Printed Name: R. N. MARSH

[Signature]
Printed Name: Sally Savarese

STATE OF FLORIDA
COUNTY OF MARTIN

SABLEWOOD PROPERTY
OWNERS' ASSOCIATION, INC.

By: Joseph P. McGuigan
President

The foregoing instrument was acknowledge before me on 12 APRIL, 2008, by JOSEPH P. MCGUIGAN, as President of Sablewood Property Owners' Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification:

Notarial Seal 

[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

[Signature]
Printed Name: R. N. MARSH

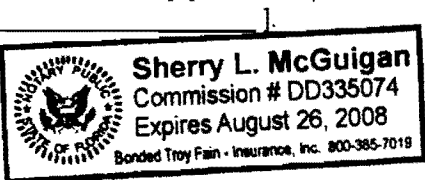
[Signature]
Printed Name: Sally Savarese

STATE OF FLORIDA
COUNTY OF MARTIN

SABLEWOOD PROPERTY
OWNERS' ASSOCIATION, INC.

By: Joan M. Grills
Secretary

The foregoing instrument was acknowledge before me on 12 APRIL, 2008, by JOAN M. GRILLS, as Secretary of Sablewood Property Owners' Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification:

Notarial Seal 

[Signature]
Notary Public

CORPORATE SEAL

806622

**First
Amendment to Sablewood
Declaration of Protective Covenants, Conditions and Restrictions**

THIS AMENDMENT to the Sablewood Declaration of Protective Covenants, Conditions and Restrictions is made this 19th day of December 1989, by Triumph Development Corporation, a Florida corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H


Whereas, Declarant restricted certain lands described therein by virtue of the Sablewood Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration"), dated August 10, 1988, and recorded in Official Record Book 785, Page 2387, public records of Martin County, Florida; and

WHEREAS, Article 11.2.2 of the Declaration provides the manner in which the Declaration may be amended; and

WHEREAS, it is now the intent of the Declarant to amend the Declaration as hereinafter set forth.

NOW THEREFORE, pursuant to Article 11.2.2 of the Declaration, the Declarant hereby amends the Declaration as follows:

1. Article 9.1.7(B) is amended to read as follows:


B. Side yard setbacks shall be fifteen (15) feet of the sidelines on each side of the Lot for single story dwellings and twenty (20) feet for two story dwellings. 

2. Except as expressly amended hereby, the Declaration and all its terms and provisions hereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name, the day and year first above written.

WITNESSES:

TRIUMPH DEVELOPMENT CORPORATION,
a Florida corporation

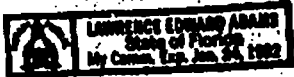

Diana L. Connelly


Larry Andersen, President
President

State Of Florida
County of Martin

The above document was executed before me by LARRY ANDERSEN as President of Triumph Development Corporation, a Florida corporation this 19th day of December, 1989 on behalf of said corporation.


Notary Public



DRBKO 842 P60393

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MARSHA STILLER
CLERK OF CIRCUIT COURT
BY CM DC

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

SABLEWOOD

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 10th day of August, 1982, by Triumph Development Corporation, a Florida corporation and J. David Cassilly, Inc., a Missouri corporation registered to do business in the State of Florida (hereinafter referred to as "Developer"), joined by Sablewood Property Owners' Association, Inc., a Florida Corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Developer is the owner of that real property located in Martin County, Florida, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, Assessments, charges liens and other provisions hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to Sablewood Property Owners' Association, Inc., a Florida Corporation not for profit, and its successors and assigns.

1.5 "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.6 "By-Laws" shall mean and refer to the By-Laws of the Association as they may exist from time to time.

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and which are conveyed to the Association by deed or which are dedicated to the Association on any recorded plat of the Property, and all real, personal or other property which may at any time be acquired by the Association.

1.9 "County" shall mean and refer to Martin County, Florida.

BOOK 785 PAGE 2388

1.10 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.11 "Developer" shall mean and refer collectively to Triumph Development Corporation and J. David Cassilly, Inc. their successors and assigns.

1.12 "Dwelling" shall mean and refer to any detached single family dwelling constructed, or to be constructed, on a Lot.

1.13 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.

1.14 "Institutional Mortgagees" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government, or Developer, which holds a first mortgage of public record on any Lot, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors.

1.15 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on any subdivision plat of the Property.

1.16 "Member" shall mean and refer to a member of the Association.

1.17 "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.18 "Parcel" shall mean and refer to a Lot, and the dwelling located thereon, if any.

1.19 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional real property as may be subjected to the imposition of this Declaration from time to time, pursuant to Article 2 of this Declaration.

1.20 "Sablewood" shall mean and refer to that residential subdivision located in the County.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property.

2.2 Additional Property. Developer may, at any time and from time to time, subject additional property to this Declaration, describing such additional property. Such amendments may be made by Developer without the joinder or consent of the Association, other Owners or mortgagees of any portion of Sablewood, or any other person or entity, provided however, that Developer must give notice to the Association and all Owners prior to any such amendment, and give the Association and all Owners a reasonable time to object to such an amendment.

ARTICLE 3

SABLEWOOD PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, developer has caused the Association to be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions

and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (1982) (the "Florida Not For Profit Corporation Act"), in existence as of the date of recording the Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Parcel, by filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Parcel conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Parcel(s) subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a Member. Developer shall be considered a Member of the Association from and after the date of recordation of this Declaration in the public records of the County.

3.3 Voting. The Association shall have one (1) class of voting membership. Each Member, including the Developer, shall be entitled to one (1) vote for each Parcel owned by such Member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Any Member who owns more than one (1) Parcel, shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person owns a Parcel, all such persons shall be

Members and the vote for such Parcel shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Parcel. With respect to each Parcel owned by other than a natural person, or persons, the Owner shall file with the Secretary of the Association a certificate designating the name of an individual who shall be authorized to cast the vote of such Owner. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Parcel shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Parcel, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless, prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Parcel at the meeting in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

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3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association.

3.6 Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until Developer has closed the sale of all of the Parcels or until such earlier time as is determined by Developer, in Developer's sole and absolute discretion. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by Developer. After the turnover of control, and so long as Developer owns any Parcels within Sablewood, Developer shall be entitled to appoint one (1) member of the Board of Directors, which director shall not be required to be a member of the Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Association, Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

ARTICLE 4
COMMON PROPERTY

4.1 Title to Common Property. The Developer shall convey title to the Common Property to the Association upon the recording of this Declaration in the public records of the County. Notwithstanding any delay in the conveyance of title to the Common Property, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of recordation of this Declaration.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members, which property shall be referred to herein as "Common Property". Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members.

4.3 Maintenance of Property.

4.3.1 The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property as hereinafter set forth. Specifically, the property to be maintained by the Association shall include, but not be limited to the following:

4.3.1.1 The entrance wall of Sablewood, and the shrubbery and other landscaping located along the entrance wall.

4.3.1.2 The rear wall of Sablewood, and the shrubbery and other landscaping located along the rear wall.

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4.3.1.3 The lighting located along the entrance wall.

4.3.1.4 The dry retention tracts as shown on the plat of the Property.

4.3.1.5 The Street.

4.3.1.6. Recreation area as shown on the plat of the Property.

4.3.1.7 The buffer tracts as shown on the plat of the Property.

4.3.2 The Association shall be responsible for mowing and keeping clear of debris and vegetation (including weeds, underbrush and unsightly growths) all Lots which have been conveyed by Developer to Owner(s), provided that construction of a Dwelling on the Lot has not yet been completed. Completion of construction shall be defined as issuance of a Certificate of Occupancy for the Dwelling. The cost of such mowing and upkeep shall be assessed against the particular Owner as an Individual Assessment pursuant to Article 6 of this Declaration.

4.3.3 The bike path which is shown on the plat of the Property shall be the maintenance responsibility of the County.

4.3.4 Developer, its successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Developer may deem necessary in order to maintain the Common Property. No management agreement between the Association and Developer or its successors or assigns shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Developer, or its successors or assigns, are officers, directors and/or employees of the Association.

4.4 Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such rules and

regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations and all provisions, restrictions and covenants, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action of the Association.

4.5 Owners Easements of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Parcel.

4.6 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.6.1 The right of Developer and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

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

4.6.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, or any of the rules and regulations of the Association.

4.6.4 The right of the Association to properly maintain the Common Property.

4.6.5 The rules and regulations governing the use and enjoyment of the Common Property, as promulgated by the Association.

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

entity or person.

4.6.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.6.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, as same may be amended from time to time.

4.6.9 The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, and the Parcels for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables security wires and street lights. Easements for such utility services are reserved by Developer for all buildings and Improvements which have been or may be constructed on the Property and Developer may grant specific easements to utility companies and others as reasonably necessary.

4.6.10 The Developer or the Association may grant easements over the Common Property for cable television, cable radio, or similar operations. However, the granting of such easements shall be in the sole and absolute discretion of the Developer or the Association. No easement provided for herein or on any plat of the Property may be used for the above purposes without the consent of the Association or the Developer, which consent may be made in their sole and absolute discretion. The rights granted herein may not be eliminated or limited by the Association except with the written approval of the Developer.

4.6.11 In case of any emergency originating in, or threatening any parcel, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, shall

have the right to enter such Parcel and the Improvements located thereon, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

4.6.12 The Owners' easements of enjoyment shall be subject to the rights reserved by Developer, for future development of the Property. As a material condition for ownership of Parcel, each Owner, by accepting a deed to a Parcel, releases Developer from any claim for interference with his quiet enjoyment of his Parcel or the Common Property, due to the development of the Property, whether or not the construction operations are performed on the Common Property or the Parcels, and each Owner acknowledges and agrees that Developer shall have the sole right of design, construction, development and improvement of the Common Property, and the Parcels within the Property.

4.7 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property (provided, however, that this paragraph shall not apply to easement(s) for cable television, which shall be governed by paragraph 4.6.10 of this Declaration). Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted or remain, unless such structure, planting or other material was installed by the Developer. The Association, utility companies serving the Property and their respective assigns

are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded plat of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Developer. The Association and its successors and assigns (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

5.1.3 The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties and may have reasonable access to all property dedicated to the Association to the recorded plat(s) of the Property or conveyed to the Association by deed.

5.1.4 An easement is hereby granted to each Institutional Mortgagee holding a first mortgage upon any portion of the Property, for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved throughout the Common Property including, without limitation, the street and the easements shown on the plat(s) of the Property by Developer, for its reasonable use and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

5.1.6 An easement for encroachments is hereby granted in the event that any Dwelling or any part of a Dwelling, including without limitation, any screen porch or any other Improvement, now or hereafter encroaches upon another Parcel due to minor

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inaccuracies in survey, construction or reconstruction, or due to settlement or movement or otherwise. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

5.2 Additional Easements. Developer and the Association, shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies and for private utility services) and to relocate existing easements throughout the Property as the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restriction on Owner Easements. Except as specifically provided in paragraph 5.2 above with respect to the Developer and the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the A.R.B.

ARTICLE 6

ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association and the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property, property taxes and assessments against, and insurance coverage for, the Common Property; legal and accounting

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fees; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments.

The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members, including Developer, sufficient monies to meet this estimate. All Parcels, including those owned by Developer, shall be assessed at a uniform rate, to be determined by the Association, so that all Parcels subject to a general Assessment shall be assessed equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Association shall determine.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. of the Association. All special Assessments shall be at a uniform amount for each Parcel assessed. A special Assessment shall be collectible in such manner as the Board of Directors shall determine.

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6.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, for the cost of maintenance, repairs or replacements within or without the Parcel, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property, or for the cost of mowing and clearing Lots of debris and vegetation, pursuant to section 4.3.2 of this Declaration, or the cost of landscaping of a Lot, pursuant to section 9.1.23.3 of the Declaration. The Association shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof,

including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner thereof. The Association shall also record a Claim of Lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed in the manner in which mortgages on real property are foreclosed, or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment, as above provided, and attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of assessments.

6.8 Certificate of Assessments. The Association shall prepare a roster of the Parcels and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment

of any Assessment therein stated as having been paid or partially paid.

6.9 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

6.10 Payments by Developer. Developer shall pay the Assessment(s) attributable to each Parcel owned by Developer, however, Developer shall have no obligation to fund reserves for the Association at any time.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.11.1 All property dedicated to, or owned by, the Association.

6.11.2 Any portion of the Property dedicated to the County.

ARTICLE 7
MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Common Property, as more fully described in Section 4.3 this Declaration.

7.2 Parcel Owner Responsibilities. Except as specifically provided in Section 4.3.2 of this Declaration, the Owner of each Parcel shall be responsible for maintenance of the interior and exterior areas of his Dwelling and any other Improvements constructed upon such Parcel, as well as all exterior areas of his Parcel, including without limitation, landscaping, patio, terrace, garden or similar areas, and for maintenance of the fifteen (15) foot strip between the Lot line and the Street, as shown on the plat of the Property. The expense of any maintenance, repair or construction of any portion of the Common Property, or of any Improvements necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests shall be borne solely by such Owner and his Parcel shall be subject to an Individual Assessment for such expense. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board, as set forth in Article 8 of this Declaration.

ARTICLE 8
ARCHITECTURAL CONTROLS

8.1 Architectural Review and Approval. It is the intent of Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as

the general plan for development of all Parcels within the Property. The A.R.B. shall have the right to evaluate all plans and specifications for Parcels as to harmony of exterior design, landscaping, and location of any proposed improvements, in relation to surrounding structures and topography and as to conformity with such other requirements as shall be adopted by the A.R.B. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures for the A.R.B. shall be as set forth below.

8.2 Architectural Review. The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The A.R.B. shall consist of a minimum of two (2) voting members who shall initially be named by the Developer and who shall hold office at the pleasure of the Developer. Until turnover of control of the Association, as defined herein, the Developer shall have the right to change the number of members on the A.R.B., provided, however, that the A.R.B. shall at all times consist of at least two (2) members; to appoint all members of the A.R.B.; and to remove and replace all members appointed to the A.R.B. The Developer shall determine which member of the A.R.B. shall serve as its chairman, or which members of the A.R.B. shall serve as co-chairmen. In the event of the failure, refusal or inability to act of any of the members appointed by the Developer, and in the event that the Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At the time of turnover of control of the Association, as defined herein, or at such earlier date as Developer, in its sole discretion may elect, the Developer shall assign to the Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B.,

DEVELOPER
(DOESN'T APPLY)

provided that the A.R.B. shall at all times consist of no less than two (2) members; shall appoint the members of the A.R.B.; shall provide for the terms of the members of the A.R.B.; and shall determine which member of the A.R.B. shall serve as its chairman. There shall be no requirement that any of the members of the A.R.B. be a member of the Association or an Owner within Sablewood. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority ^{3/4 members} present at a meeting at which a quorum is present shall constitute the action of the A.R.B..

8.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

8.3.1 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.R.B..

8.3.2 As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed contractor approved in writing by the A.R.B.. Fencing design must accompany the final working drawings submitted to the A.R.B., for any proposed Dwelling.

8.3.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

→ 8.3.4 No later than fifteen (15) business days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement), the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed improvements, and materials of which the same are to be built, the site upon which such improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond within said fifteen (15) day period (or such additional time as allowed by the applicant pursuant to a written waiver) the plans and specification shall be deemed approved by the A.R.B..

8.3.5 Except as otherwise provided hereinbelow with respect to the construction of Dwellings, or as specifically excepted by the A.R.B., construction of all improvements of which the approval of the A.R.B. is required under this Declaration, shall be completed within the time period specified by the A.R.B..

8.3.6 The A.R.B. shall, in all cases, have the right to determine and designate building set back lines necessary to conform to the general plan of Sablewood, in order to preserve the integrity of Sablewood. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

8.3.7 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specification disapproved, said

refusal

meeting to take place no later than thirty (30) days after written request therefor. Upon continued disapproval, any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The Board of Directors shall meet to review the disapproval within thirty (30) days of applicant's written request therefor and shall make a final determination no later than thirty (30) days from such meeting. the Determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

8.3.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B.. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys'

fees in connection therewith. All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel a certificate of disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the A.R.B..

8.3.9 The A.R.B. is empowered to publish or modify from time to time, design and development standards for Sablewood, including but not limited to the following:

8.3.9.1 Roof and roof design.

8.3.9.2 Fences, walls and similar structures.

8.3.9.3 Exterior building materials and colors.

8.3.9.4 Exterior landscaping.

8.3.9.5 Signs and graphics, mail boxes, address numbers and exterior lighting.

8.3.9.6 Building set backs, side yards and related height, bulk and design criteria.

8.3.9.7 Pedestrian and bicycle ways, sidewalks and pathways.

8.3.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B. on a case by case basis; provided however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein

on any other occasion.

8.3.11 Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans or specifications approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as required for approval of original plans and specifications.

8.3.12 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer, including Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B..

8.3.13 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid shall be deemed to be an Individual Assessment, enforceable against the Owner and the Parcel as provided hereinabove.

8.3.14 Neither the Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Sablewood or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Sablewood agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including

attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 9

USE RESTRICTIONS

9.1 Restrictions on Use of Parcels and Common Property.

9.1.1 Residential Use. Except as provided in this Declaration, all Parcels shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Parcel, and no business may be conducted on any part thereof with the exception of temporary building(s) placed on the property while developers perform site work. Those temporary building(s) will be removed immediately upon completion of site work.

9.1.2 Pets. Parcel Owners may keep as pets, dogs, cats, tropical fish and birds, provided that no more than two (2) pets per Parcel shall be permitted with the exception of tropical fish, and that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. At no time shall a pet be allowed to enter upon any Parcel other than the Parcel on which the pet is kept. Pets shall only be allowed to use areas designated by the Board of Directors for exercise and relief. The pet owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself while on the Property and for appropriately disposing

of said excrement using the sanitary containers on said Owner's Parcel. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered a nuisance, in the Board's sole discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

9.1.3 Lot Restrictions. One (1) Lot, as shown on the plat for the Property, shall be the minimum land area upon which a Dwelling may be constructed.

9.1.4 Floor Area. Each Dwelling shall have a minimum floor area of 1,700 square feet. A two (2) story Dwelling shall have a distribution of living area among the two (2) stories which shall be approved by the A.R.B. The calculation of square footage of floor area living space shall not include: garages, covered walks, open and/or screened porches, patios terraces, pool areas or other similar areas. Square footage measurements shall be taken from outside exterior walls of Dwellings.

9.1.5 Garages. Each Dwelling shall have an enclosed garage with sufficient space for a minimum of two (2) and a maximum of three (3) passenger automobiles. All garage doors shall be operated by electric door openers. No carports will be permitted.

9.1.6 Subdivision of Lots. No Lot shall be re-subdivided to form a lot smaller than a platted Lot; provided, however, that the Owner of two (2) or more contiguous Lots may apply to the A.R.B. for permission to use such Lots as a site for a single Dwelling; and, upon the written consent of the A.R.B., said contiguous Lots shall then be defined as the "Lot" for purposes of this Declaration, except that the Lots shall continue to be treated as separate and distinct Lots for purposes of voting and Assessment. The Owner of such Lots shall not be required to comply with the side yard setbacks set forth herein, except that such Owners shall be required to comply

with the outside Lot lines of the combined Lots.

9.1.7 Setbacks. Minimum setback requirements are as follows for Dwellings and any other Improvements:

A. Twenty-five (25) foot front yard setback from the abutting Street.

B. Side yard setbacks shall be fifteen (15) feet of the sidelines on each side of the Lot.

C. Rear yard setbacks shall be twenty (20) feet of back of lot.

D. No structure of any kind, including, without limitation, fences higher than six (6) feet, shall be permitted in any building setback area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided further that they are properly screened from view in a manner approved in writing by the A.R.B.

9.1.8 Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on any Lot shall be approved, in advance, by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Parcels, if any. Chain link fencing may not be used.

9.1.9 Swimming Pools. Any swimming pool to be constructed on any Parcel shall be subject to the requirements of the A.R.B., which shall include, but not be limited to, the requirement that all swimming pools shall be permanent, in ground structures. No temporary or above ground pools shall be permitted.

9.1.10 Roofs. All roofs shall have a minimum pitch of five (5) in twelve (12) inches. There shall be no flat roofs. The following roof styles and materials shall be permitted: Cement or clay tile, or cedar shake shingles. All roofing shall be approved, in advance, by the A.R.B.

9.1.11 Driveways. All driveways and parking areas shall have hard impervious, dustless surfaces, constructed

of either concrete or approved cement. Gravel and/or asphalt surfaces are not permitted. Driveways may connect to the Street at only two (2) points and such connections shall provide continuity of the drainage swale and shall blend into the Street pavement. No curbside parking areas may be created by extending any portions of Street pavement. All driveways shall be approved in advance by the A.R.B.

9.1.12 Recreational and Commercial Vehicles.

No boats, trucks, recreational vehicles, trailers or habitable motor vehicles of any kind, commercial vehicles, inoperative or unsightly motor vehicles, or other motor vehicles, except four-wheel passenger vehicles shall be placed, parked, or stored upon any Parcel nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Parcel except within a building and totally removed from public view. Therefore the above mentioned vehicles are allowed as long as they are kept in an enclosed garage and the garage door remains closed except for the few minutes required for ingress and egress into said garage. Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel, and recreational vehicles may be parked on a Parcel for a period not exceeding eight (8) hours in any twenty-four (24) hour period, while the owner or driver thereof visits the Parcel Owner. No vehicle of any kind shall be parked overnight on the Street. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. The Association shall have the right to authorize the towing of any vehicles in violation of this provision, and to collect the cost thereof from Owners, as an individual Assessment.

9.1.13 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Developer for development, construction or sale of the Property.

9.1.14 Insurance. No Owner shall permit or suffer anything to be done or kept within his Parcel, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

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

9.1.16 Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling, nor shall he place any furniture or equipment outside the Improvements on his Parcel, except with the prior written consent of the A.R.B. This provision shall not apply to the Developer, nor shall it prohibit the use of patio furniture within the confines of a patio apurtenant to a particular Dwelling.

9.1.17 Antennae and Other Rooftop Accessories. No radio, television or other electronic antennae, aerial or satellite receiving dish or other reception or transmission device may be erected or maintained anywhere on the Common Property (unless installed by Developer or the Association), or the exterior of any Dwelling, without the prior written approval of the A.R.B. Solar heating apparatus may be placed upon the roof of a Dwelling only after the plans and specifications for the installation of such apparatus have been submitted to and approved, in writing, by the A.R.B., which approval may not be arbitrarily withheld.

9.1.18 Clotheslines. No clothesline or other outside drying apparatus shall be located on a Parcel, except within an area which is adequately screened from view from the

street and from other Parcels. This section is not intended to prohibit clotheslines or other drying apparatus, but is intended to require placement of such items in a manner so as not to detract from the aesthetic appearance of Sablewood.

9.1.19 Access to Parcels. Whenever the Association is permitted or required by this Declaration to enter any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

9.1.20 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Parcel without the prior written approval of the A.R.B.

9.1.21 Mailboxes and Newspaper Boxes. No mailboxes or newspaper boxes may be installed or maintained on any Parcel without the prior written approval of the A.R.B.

9.1.22 Color of Dwellings. The color of all exterior surfaces of Dwellings, including any fencing, must be approved in advance by the A.R.B. No Owner may alter or change the color of the exterior surfaces of his Dwelling, without the prior written approval of the A.R.B.

9.1.23 Lawns and Landscaping.

9.1.23.1 All lawns in front of all Dwellings shall extend to the pavement line. No gravel or blacktop or paved parking strips shall be allowed on any Parcel unless such strips were on the original plans and specifications, approved by the A.R.B., or were subsequently approved in writing by the A.R.B. Upon the completion of any Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with floritan grass, including swale areas adjacent to a Parcel which may be included in dedicated easements or rights-of-way, it being the intent that all completed Dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed within thirty (30) days of the issuance of a Certificate of Occupancy for the Dwelling. No alteration

or change to completed landscaping may be made without the prior written approval of the A.R.B.

9.1.23.2 Upon the sodding of a Parcel, the lawn shall be regularly fertilized and treated for pest and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a maximum of four inches (4") above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

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9.1.23.3 Each Owner must spend a minimum of \$2,000 for landscaping, excluding sod and automated irrigation, of which at least one-third (1/3) shall be used to purchase and plant shade variety trees on the Parcel. It is the intent of the developer that all lots retain as much natural vegetation as possible. Prior to the clearing of any lot, a landscape plan shall be approved by the P.O.A. In the event the Owner fails to complete the landscaping as aforesaid, the Association shall have the right, but not the obligation, to landscape Owner's Parcel and to collect the costs thereof, up to a maximum of \$2,000, from the owner as an Individual Assessment, pursuant to Article 5 of this Declaration.

9.1.23.4 Automated irrigation shall be required and installed at the time of construction of a Dwelling and shall be adequate to service all landscape elements, and such system shall include moisture sensing devices to assist in water conservation.

9.1.24 Signs. Except in connection with development or sales of Lots by Developer, no signs, advertisements or notices of any kind shall be displayed to the public view on any Parcel except as follows: Owners may display two (2) professionally designed and prepared signs of not more than one (1) square foot, announcing the name of the occupant and/or the house number of the residence, and Owners may display for sale signs which do not exceed eighteen (18) inches by thirty six (36) inches in size. The only exception shall be for builders who may erect a sign on any Lot they are building a home on. Said sign must

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not followed by lot owner's

be approved by the A. R. B. and must be removed immediately upon certificate of occupancy. Any signs to be erected pursuant to this section must also be approved, in advance, by the A.R.B.

9.1.25 Easements. With the exception only of improvements installed by Developer, no Dwelling or other improvement, or any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Parcel to the front Lot line, and in the rear of each Parcel to the rear Lot line.

9.1.26 Maintenance of Parcels. All Parcels shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Parcels and all swale areas abutting Parcels, whether or not such swale areas are a part of the Parcel, shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growths) up to the curb of the street abutting the Parcel. In the event an Owner fails to maintain his Parcel as aforesaid for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Parcel deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Sablewood; provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Parcel before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owners and shall become a lien on the subject Parcel, which

lien shall be effective, have priority, and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.

9.1.27 Refuse Containers and Storage Tanks.

No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a screened-in area, so they are not visible from the street or from adjoining Parcels. All oil tanks or bottle gas tanks must be kept underground or placed in a screened-in area so they shall not be visible from the Street or from adjoining Parcels. Trash, refuse or waste materials shall not be burned on any Parcel.

9.1.28 Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses, garages, raised platforms and other similar Improvements shall be attached to the Dwelling so that such Improvements and the Dwelling constitute a single structure. The plans and specifications for which must be approved in advance by the A.R.B.

9.1.29 Occupancy of Certain Improvements. No basement, garage, trailer or partially completed building shall be used for human occupancy prior to the completion of the entire approved building or Improvement.

9.1.30 Guest Facilities. A guest suite or like facility, without a kitchen, may be included as part of the main Dwelling, but such suite may not be rented or leased except in connection with a lease of the entire Dwelling, and provided, however, that such guest suite or like facility would not result in overcrowding the Parcel. The plans and specifications for any such guest suite must be approved, in advance, by the A.R.B.

9.1.31 Additional Protective Covenants. Developer may include in any contract or deed for any Parcel, additional protective covenants and restrictions not inconsistent with those contained herein.

9.2 Rules and Regulations. No person shall use the Common Property, or any Parcel, in any manner contrary to, or

not in accordance with, the rules and regulations which may be promulgated by the Association from time to time, whether or not such rules and regulations are restated herein in whole or in part.

ARTICLE 10

INDEMNIFICATION OF DIRECTORS.

OFFICERS AND MEMBERS OF THE A.R.B.

Every director and officer and member of the A.R.B. of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer or member of the A.R.B., whether or not he is a director or officer or member of the A.R.B. at the time such expenses are incurred, except in such cases where the director or officer or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director or member of the A.R.B. may be entitled.

ARTICLE 11

GENERAL PROVISIONS

11.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer

or the Association may be assigned by Developer or the Association, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer or the Association, prior to the assignment, and Developer and/or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

11.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

11.2.1 Except as provided hereinbelow, the amendment must be approved by a vote of majority of the Members; provided however, that until such time as the Developer relinquishes control of the Association, as described hereinabove, all amendments must include the joinder of Developer.

11.2.2 This Declaration may be amended upon the initiation of Developer, at any time prior to the turnover of control of the Association by the Developer, without the consent of the Members, and further provided, that the Declaration may be amended by Developer, at any time, for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Members, Institutional Mortgagees, or any other party.

11.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee, encumbering a Parcel or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

11.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set

forth herein.

11.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

11.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Association and the Owners.

11.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration then any Member may do so. The failure or refusal of Developer, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

11.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell or lease Parcels on any terms to any purchasers or lessees, for so long as it owns any Parcel(s) in the Project. Developer shall have the right to transact any business necessary to consummate sales of Parcels, including

but not limited to, the right to have signs, to maintain office(s) on any Parcels owned by Developer, to have employees in such offices, to use the Common Property, and to show Parcels. Sales office signs and all items pertaining to sales shall not be considered Common Property and shall remain the property of the Developer.

11.7 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

to the Developer at:

Triumph Development Corp.
90 Hickory Hill Road
Tequesta, Florida 33469

or to the Association at:

Triumph Development Corp.
C/O Larry Andersen
90 Hickory Hill Road
Tequesta, Florida 33469

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, three (3) days subsequent to the postmark on such notice.

11.8 Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in any plat of the Property recorded in the Public records of the County.

11.9 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

11.10 Severability. Invalidity of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

11.11 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

11.12 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the

County.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 11 day of August, 1988.

Signed, sealed and delivered in the presence of:

Attest:

Shirley Andersen
Shirley Andersen, Secretary

Triumph Development Corp.,
a Florida corporation

Larry Andersen
Larry Andersen, President
"DEVELOPER"

Attest:

Lynn Cassilly
Lynn Cassilly, Secretary

J. David Cassilly, Inc.
a Missouri corporation
registered to do business
in the State of Florida

BY J. David Cassilly
J. David Cassilly, President

COUNTY OF DADE) ss.

The foregoing instrument was acknowledged before me this 11 day of August, 1988, by Larry Andersen and Shirley Andersen, President and Secretary respectively of Triumph Development Corporation, a Florida corporation.

Notary Public
NOTARY PUBLIC

(Notarial Seal)

STATE OF FLORIDA)
COUNTY OF DADE) ss.
NOTARY LEE)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 28, 1990
BONDED THRU GENERAL INS. BND.

The foregoing instrument was acknowledged before me this 26 day of JULY, 1988, by J. David Cassilly and Lynn Cassilly, President and Secretary respectively of J. David Cassilly, Inc., a Missouri corporation registered to do business in the State of Florida.

Notary Public
NOTARY PUBLIC

(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN. 16, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

'0 R' 785 PAGE 2425

JOINDER OF ASSOCIATION

SABLEWOOD PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit Corporation, hereby joins in this Declaration of Covenants and Restrictions for Sablewood for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

SABLEWOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation.

Attest:

By:

Larry Andersen, President

(CORPORATE SEAL)

Shirley Andersen, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 11 day of August, 1989, by Larry Andersen and Shirley Andersen, President and Secretary respectively of Sablewood Property Owners' Association, Inc., a Florida corporation not-for-profit.

Wade M. Mott
NOTARY PUBLIC

01209

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 28, 1992
SCOTT E. TROTT, GENERAL, 1989, 1990

BOOK 785 PAGE 2426

EXHIBIT A

LEGAL DESCRIPTION FOR SABLEWOOD

The plat of SABLEWOOD, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 11, Page 55.

RECORDED
INDEXED
OCT 25 PM 3:00
HANS A. STILLER
CLERK OF CIRCUIT COURT
BY *[Signature]*
D.C.

'88' 785 PAGE 2427

BEING A REPLAY OF A PORTION OF LOIS 63 & 66

ACKNOWLEDGEMENT

[illegible][illegible]

STATE OF NEW YORK
 COUNTY OF ALBANY
 J. S. [illegible]
 Clerk of the Court

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[Signature]

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[Signature]

10-2-77

5. The foregoing information was obtained from the files of the Bureau of the Federal Bureau of Investigation, Department of Justice, and is being furnished to you for your information.

1. 44

STATE OF FLORIDA
COUNTY OF HAMILTON

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we, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Hamilton, Florida, this 19th day of June, 1908.

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2000

1207 2nd St. N. W.
St. Paul, Minn.

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THE UNITED STATES OF AMERICA

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322
UCBAW

[Signature]

City Council - mylar /

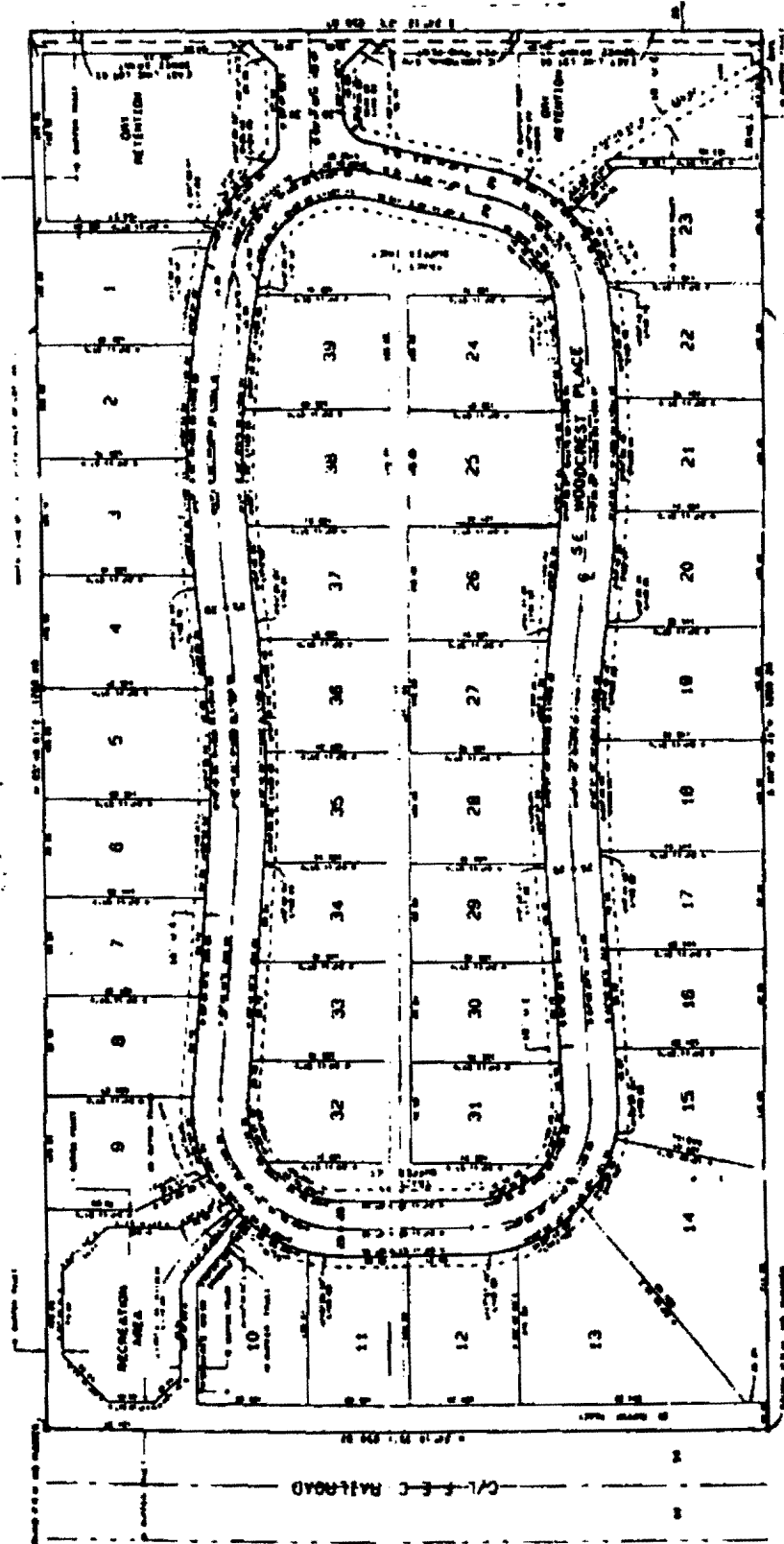
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A PLAY OF

SABLEWOOD

BEING A REPLAT OF A PORTION OF LOTS 65 & 66
IN THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

APRIL, 1968



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4. SABLEWOOD IS A

THESE LOTS ARE NOT TO BE
AND THE REPLAT IS NOT TO BE
IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

DATE OF LAST REVISION: 04/01/68

THESE LOTS ARE NOT TO BE
AND THE REPLAT IS NOT TO BE
IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT A

PROPERTY OWNED BY DEVELOPER

To that certain Agreement by and between HYDRATECH UTILITIES, INC., and PATRICK PARTNERS, dated the 11th day of September, 198 7, consists of a description of the real property owned by Developer and to which said Agreement is intended to apply, as follows:

THE NORTHERLY 329.87 FEET OF LOT 66, ACCORDING TO THE PLAT OF GOMEZ GRANT (WEST OF INDIAN RIVER), RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IN PLAT BOOK "A", AT PAGE 17, COPY OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 80, AND ALSO DESCRIBED AS: THE NORTHERLY ONE-HALF OF LOT 66, ACCORDING TO THE PLAT OF GOMEZ GRANT (WEST OF THE INDIAN RIVER), RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IN PLAT BOOK "A" AT PAGE 17, COPY OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 80.

THE SOUTH ONE-HALF (S 1/2) OF LOT 66 ACCORDING TO THE PLAT OF GOMEZ GRANT (WEST OF THE INDIAN RIVER), RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IN PLAT BOOK "A", AT PAGE 17, COPY OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, (NOW MARTIN), FLORIDA, IN PLAT BOOK 1, PAGE 80.

BY gpc gpc
S.C.
37 SEP 17 AM 14

Prepared by and return to:

Hydratech Utilities, Inc.
6570 S.E. Federal Highway
Stuart, FL 34997
(305) 286-3300

675114

EXHIBIT B

RESTRICTIVE COVENANT RUNNING WITH THE LAND

WHEREAS, PATRICK PARTNERS, a Florida general partnership, (the "Developer"), in consideration of \$20.00 and the further consideration of the Agreement entered into between Developer and HYDRATECH UTILITIES, INC., a Florida corporation (the "Service Company"), whereby Service Company, in accordance with the terms set forth therein, continues in the readiness and ability to furnish both water and sewer service to the land more particularly described in Exhibit A thereto.

NOW, THEREFORE, DEVELOPER does grant to HYDRATECH UTILITIES, INC. a Florida corporation, the following reservations, conditions, restrictions, and limitations in favor of HYDRATECH UTILITIES, INC., a Florida corporation, pertaining to the land located in Martin County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof.

"HYDRATECH UTILITIES, INC., a Florida corporation, the "Service Company", or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit A and to any property to which water or sewer service is actually rendered by Service Company. All occupants of any building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Service Company or its successors, and shall pay for same in accordance with the terms, conditions, tenor and intent of this Agreement, for so long as the aforesaid Service Company, or its successors, or either of them, provide such services to the Property; and, all occupants of any building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree by occupying any premises on the Property or by taking title to or recording any deed of conveyance with respect to the Property that they will not construct, dig, build or otherwise make available or use water service or sewage service from any source other than that provided by Service Company. However, there is excluded from this restriction any water well or water source used solely and exclusively for the purposes of supplying water for air conditioning, or irrigation on the Property."

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed this 11th day of September, 1987.

Witnesses as to Developer:

"Developer"
PATRICK PARTNERS, a Florida general partnership

By:

Douglas L. Patrick,
general partner

STATE OF Florida)
COUNTY OF Martin) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Douglas L. Patrick, well known to me to be the general partner of Patrick Partners, named as Developer in the foregoing Restrictive Covenant, and with whom I am personally acquainted and that said person severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of Sept, 1987.

Leppa J. L. L.
Notary Public, State of

at Large

My Commission Expires: 8-12-88



NOTICE OF TURNOVER

856036

The Sablewood Property Owners Association, Inc., (Association), pursuant to and in accordance with the Declaration of Protective Covenants, Conditions and Restrictions for Sablewood as recorded at Official Records Book 785, page 6387, Martin County, Florida public records, does hereby publish this Notice of Turnover in the public records of Martin County. Since the Developer no longer owns any property within Sablewood, the members of the Association shall hereafter select all members of the Board of Directors. All officers, Architectural Review Board members and other representatives and agents of the Association shall hereafter be appointed in accordance with the Declaration of Protective Covenants, Conditions and Restrictions for Sablewood and the Articles of Incorporation, Bylaws of the Association and Rules and Regulations of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Turnover on this 16th day of November, 1992.

Signed, sealed and delivered
in the presence of:

[Signature]
Charles R. Clemons

SABLEWOOD PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
John Kelly
President

Signed, sealed and delivered
in the presence of:

[Signature]
Charles R. Clemons

[Signature]
Dottie Hill
Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Kelly and Dottie Hill, President and Secretary respectively, of Sablewood Property Owners Association, Inc., a Florida corporation not for profit, and that they acknowledged executing the same, in the presence of two subscribing witnesses, freely, and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 16th day of November, 1992.

[Signature]
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires Jan. 11, 1992
Bonded thru Agent's Notary Brokerage

FILED FOR RECORD
MARTIN CO., FLA

90 NOV 19 PM 1:47

MARSHA SILLER
CLERK OF CIRCUIT COURT

BY [Signature] D.C.

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