



**SECOND AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR EMERALD LAKES**

The purpose of this Amended and Restated Protective Covenants for Emerald Lakes is to continue the purposes of the Protective Covenants for Emerald Lakes recorded in Official Records Book 577, Page 2606 et seq. and amended at Official Records Book 578, Page 925 et seq., Official Records Book 579, Page 221 et seq., Official Records Book 591, Page 1348 et seq., Official Records Book 599, Page 237 et seq., Official Records Book 601, Page 211 et seq., Official Records Book 616, Page 478 et seq., Official Records Book 626, Page 1204 et seq., Official Records Book 657, Page 1346 et seq., Official Records Book 837, Page 2342 et seq., Official Records Book 1068, Page 133 et seq., and Official Records Book 2717, Page 2203 et seq., Official Records Book 2763, Page 1706 et seq., Official Records Book 2769, Page 1277 et seq., Official Records Book 2968, Page 447 et seq., Official Records Book 3035, Page 2104 et seq., Official Records Book 3046, Page 881 et seq., and Official Records Book 3120, Page 2508 et seq. in the Official Records of Martin County, Florida.

KNOW ALL MEN BY THESE PRESENTS, that certain property to be hereinafter known as EMERALD LAKES, is located in Martin County, Florida and more particularly described as follows: (SEE EXHIBIT "A" ATTACHED HERETO)

The following Declaration of Protective Covenants covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These Protective Covenants during their lifetime, shall be for the benefit of and limitation upon all present and future Owners of the real property. The right to amend this Declaration, is set forth herein, and such amendments shall be executed only as provided herein. Such amendment shall be filed in the public records of Martin County, Florida.

I. All of the land at EMERALD LAKES upon which there are no homes is known as common property, such common property shall consist of the parking areas, roads, utility lines, drainage or surface water management systems and all unimproved areas as shown on the plat or plats. This common property shall be owned by the EMERALD LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property shall be conveyed to the Association and the Association shall administer such property in keeping with these Protective Covenants, as well as the Articles of Incorporation and By-Laws of the EMERALD LAKES TOWNHOMES ASSOCIATION, INC., together with the rules and regulations as promulgated by the Association.

a) A property owners' association has been established, for the ownership and maintenance of the common elements, such as open spaces or utilities designated on the development plans. The power and authority of such organization is to be insured and protected by these covenants running with the land. The established organization shall not be dissolved nor shall it dispose of any common elements, by sale or otherwise (except to an organization conceived and organized to own and maintain the common elements) without first receiving approval from the board of county commissioners. The board, as a condition precedent to the dissolution or

disposal of common elements, may require dedication of common open areas or utilities to the public as deemed necessary.

b) These covenants further provide that if the organization established to own and maintain common elements (or any successor organization) fails at any time to maintain the common elements in reasonable order and condition in accordance with the approved final development plan, the board of county commissioners can serve written notice by certified mail, return receipt requested, upon such organization and upon each Owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common elements in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative that such organization appear before the board at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the common elements or to show cause why it cannot remedy such failure within the thirty day period.

If such failure has not been remedied within the thirty day period or such longer period as the board may have allowed, then the board, in order to preserve the taxable values of the real property within the development and to prevent the common elements from becoming a public nuisance, shall hold a public hearing to consider the advisability of the county entering upon such common elements and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each Owner of real property within the PUD and shall be published one time in a newspaper of general circulation published in the county. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the board may determine that it is or is not advisable for the county to enter upon such common elements, take possession of them and maintain them for one year. These covenants running with the land occupied by the PUD grant to the county such right of entry, possession and maintenance, provided that such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the common elements.

c) These covenants running with the land occupied by the PUD further specify that the board may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common elements to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one year periods.

d) The covenants creating such organization further provide that the cost of such maintenance by the county shall be assessed ratably against the properties within the development that have a right to enjoyment of the common elements and shall become a charge or lien on said properties, and such charge shall be paid by the Owners of said properties within thirty (30) days after receipt of a statement therefor.

II. Each Owner at Emerald Lakes will own fee simple title to his home, each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these

units shall be separated by a Declaration of Party Facilities to be filed in the public records of Martin County, Florida.

III. No Owner shall in any way deface or change the color of the exterior of their home, including the fencing around the courtyard, except for the front door and except as approved by the Architectural Review Committee as set forth in Article XVIII. Exterior walls, roof and fencing around the courtyard are to be maintained by each Owner in quality condition at all times. Failure to maintain the unit in such manner will result in a thirty (30) day notice to the Owner from the Association, setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the Owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. Normal maintenance of the roof of the units, such as cleaning, re-coating or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners. The expense of such maintenance shall be borne equally by the Owners. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one unit, the repair or replacement shall be at the expense of said Owner. If the damage or destruction of adjacent roof areas is caused by the negligent or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay their share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to a lien on the unit of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. If an Owner shall give, or shall have given a mortgage or mortgages upon their property, then the mortgagee shall have the full right at their option, to exercise the rights of the mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage, any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner. The Association shall have the right to file a lien for non-payment of such charges, in which event, the Owner shall be responsible for attorney's fees and costs. The Association has arranged for cable television facilities to be made available at EMERALD LAKES. Owners may install satellite dishes and antennas in accordance with the rules and regulations of the Federal Communications Commission. All other satellite dishes and antennas must be approved by the Association.

The Association shall replace the mansard on the dwellings with the metal shingles in accordance with specifications established by the Board of Directors and in a color approved by the majority of the members voting, in person or by proxy, at a duly convened meeting of the members. An individual assessment shall be levied against each Owner in a building for an equal portion of the cost to replace the mansard on the building. If it is necessary to make repairs to the structure behind the mansard of a townhouse unit or if it is necessary to remove and reinstall a screen enclosure or other fixture to allow the replacement of the mansard, the Association may contract to have such work performed and the Owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. If the costs charged to the Owner are not paid in a timely manner, an individual assessment shall be levied upon the townhouse unit. The individual assessment shall be collectible in the same manner as other assessments provided for herein. The Association shall have the right to file a lien against the townhouse unit. Said lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment and enforcement of the lien. After

replacement of the mansard by the Association, each Owner shall be responsible for the maintenance, repair and replacement of the mansard.

In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit, the repair or replacement shall be at the expense of said Owner, If the damage or destruction of adjacent roof area is caused by the negligent or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay Owner's share, or all of such cost in case of negligence or willful misconduct, the Association may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. If an Owner shall give or shall have given a Mortgage or Mortgages upon Owner's property, then the Mortgagee shall have the full right at Mortgagee's option, to exercise the rights of the Mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such Mortgage, any amounts paid by the Mortgagee for repairs hereunder and not reimbursed to said Mortgagee by the Owners. The Association shall have the right to file a lien for Mortgagee by the Owners. The Association shall have the right to file a lien for non-payment of such charges, in which event, the Owner shall be responsible for attorney's fees and costs.

The Association shall have an easement over the townhouse units to allow access and perform the maintenance, repairs and replacements authorized herein. Any such entry by the Association and its contractors shall be deemed a trespass.

IV. INSURANCE

- a) Property and casualty insurance on each home within each dwelling structure shall be maintained by the Owner.
- b) The Board may require that each Owner shall be required to provide the Board with such written proof of insurance, as the board may from time to time require.
- c) Should any Owner fail to timely provide proof of insurance as required by this Article, the association may obtain such insurance on behalf of the Owner, and assess the Owner directly for the cost of such insurance.
- d) Should an Owner fail to remediate and repair their home after an insurable event within a reasonable time, the association may undertake such repairs and remediation on behalf of the Owner and assess the Owner for the cost of such repairs and such remediation.
- e) Any assessment propounded under this Article, which if not paid within thirty (30) days after the date when due, shall bear interest of 18% per annum from the date due until paid. All payments made upon such account shall be first applied to interest and then to assessment payment first due. The association shall have the right to file lien against the property if such Owner shall fail to make the required assessment payment. The lien for the assessment shall also secure reasonable attorney's fees incurred by the association in the collection and enforcement of such lien.

f) The Association shall purchase such insurance as it may be necessary in the common property to protect the Association and the Owners. In the event of any casualty loss to the common areas, the homeowner's association shall be the agent of all Owners and shall adjust such loss on their behalf.

V. Each Owner shall automatically become a member of the EMERALD LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. by virtue of acceptance of the deed of conveyance to his dwelling. As a member of such Association, said Owners shall be governed by this Declaration, the Articles of Incorporation, By-Laws and Regulations of the Association.

VI. The Association shall collect a quarterly charge from each Owner. This charge shall be used to maintain the common property and carry out the other duties and responsibilities of the Association. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate the EMERALD LAKES property. Each Owner shall be responsible for paying their assessment charge on a current basis. Failure to pay the assessments shall result in the imposition of a lien upon their dwelling by the Association for such sums, and, in this event, the Association shall be entitled to attorney's fees and costs. Past due assessments shall bear interest at eighteen (18%) percent or the highest percent allowable by law, whichever may be greater, and the Association shall also be authorized to charge late fees on any past due assessments.

VII. The Association shall be billed annually by the Martin County Tax collector's office for the real estate tax on the property owned by the Association. Each Owner shall be responsible for an equal share of that tax. The Association shall bill each Owner for his share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within (30) days, interest shall be charged at the rate of ten (10%) percent per annum from its date until paid. The Association shall have the right to pay the Owners' share of the tax and to file a lien against the property of such Owner who shall fail to make the required payment. Said lien shall also secure reasonable attorney's fees incurred by the Association, incident to the collection of the bill or enforcement of the lien.

VIII. Each Owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include, but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the Owner.

IX. All Mortgagees of Owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all dwellings upon which they have a Mortgage Loan.

X. Whenever a mortgagee receives title to a dwelling as a result of a foreclosure of a first mortgage, the mortgagee shall be liable for delinquent fees or assessments due the association which were chargeable and/or assessed to the former dwelling Owner (Mortgagor) prior to the foreclosure and transfer of title as provided by Florida Statute Section 720.3085 (2013) as amended from time to time.

XI. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary in addition to those shown on the plat of EMERALD LAKES, which is being filed in the public records of Martin County, Florida.

XII. The following set of restrictions and regulations shall be adhered to by each Owner:

a) No Owner or lessee shall make or permit any disturbances that will interfere with the rights, comforts or convenience of others.

b) Pet shall be restricted to no more than (2) pets per Owner. Pet shall be a dog/or a cat. No pet which exceeds, or at maturity will exceed 35lbs shall be allowed within Emerald Lakes. All pets must be registered with the Association, including providing a photo of the pet and updated vaccination records. No pets may be kept, bred or maintained for any commercial purpose.

c) Pets shall be on a leash at all times. Offensive pets may be removed by the Association after notice to the Owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney's fees. Pets found running loose shall be reported to the Sheriff's Department and will be picked up and impounded. The Owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas.

d) TENANTS ARE NOT ALLOWED TO HAVE PETS.

e) Trash shall be placed in receptacles. For sanitary reasons, all trash except recyclables shall be in plastic bags and tied securely before being placed in trash receptacles. In no event shall trash be placed outside the trash receptacles.

f) In order to assure a community of congenial residents and thus protect the value of the units and to further the continuous development of the EMERALD LAKES community, the sale or lease of units shall be subject to approval by the Association pursuant to Article XVI below.

g) Barbecue cookers shall be used in courtyards only.

h) No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within Owner's courtyard below the height of the fence.

i) Bicycles, toys or clutter shall not be left outside of the courtyards at any time where it would, at any time, interfere with the maintenance of the common areas. Bicycles or clutter so left shall be impounded. In the event that such items are impounded by the Association, the Owner will be assessed a fee of \$25.00 for their release. It is permissible to store bicycles in Owner's courtyard.

j) There shall be no assembling or disassembling of motor vehicles, except for ordinary maintenance, as the changing of a tire, or battery.

k) Boats, trailers, motor homes, buses, ATVs, and motorcycles shall not be allowed to park on areas within the confines of EMERALD LAKES except boats and motorcycles may be parked in an Owner's individual courtyard area, unless a parking area for such is established and implemented by the Association at a future date and time. Commercial trucks, vans, or other commercial vehicles shall not be allowed to park anywhere within the confines of EMERALD LAKES unless the owners of that vehicle are actively doing work for an Owner of the Association, the Association or of an Owner's property. All motor vehicles must have a current license and tag or not be more than three months expired. Owners shall be held responsible by the Association for all property damage to common areas.

l) Parents and lessees shall be held responsible by the Association for all property damage to common areas.

m) No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard, on vehicles or in the windows of the dwelling or any of the common areas.

n) Owners may install permanent hurricane shutters. However, they must be of the accordion-type and dark bronze in color. Any other type of shutter may be installed only when needed for a storm and must be removed completely when the storm has passed.

o) In addition to the foregoing, all Owners and lessees of dwellings in EMERALD LAKES shall abide by the provisions of the Protective Covenants for EMERALD LAKES and the Articles of Incorporation and By-Laws of the EMERALD LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. and the terms of the Declaration of Party Facilities.

p) Owners shall maintain electrical service to their unit continuously throughout the entire period of ownership to facilitate the operation of security lighting around the unit. Electrical services shall not be terminated for seasonal absences. Violation of the above restriction shall entitle the Association to reinstate electrical service to the unit and payment for said service shall be made by the Association. Upon any such payment, the Association shall assess the Owner for all necessary costs incurred relative to resuming and maintaining electrical service to that unit.

q) Previously deleted.

r) Each Owner acquiring title to a unit shall pay to the Association at the time of conveyance of the unit a capital contribution in an amount equal to one quarter of assessments. Such funds shall be used by the Association to meet its obligations, unforeseen expenditures or to acquire additional property, equipment or services deemed necessary or desirable. Capital contributions are not to be considered advance payments of regular assessments.

s) Fines. A fining committee shall be established, and fines may be imposed by the Association in accordance with § 720.305, Fla. stat., as amended from time to time.

t) No skateboards (motorized or non-motorized) or scooters (motorized) are allowed anywhere within the confines of Emerald Lakes. (They are potentially dangerous to property, pedestrians, and automobiles.)

u) All construction materials are to be removed from Emerald lakes and not deposited in the dumpsters. This does not apply to individual Owners making minor repairs.

v) Awnings, sunshades and other devices will be allowed to protrude above the fence line, provided that the Owners receive prior Board permission and that no portion of these devices extends more 7 feet from the floor of the patio.

w) Screen enclosers only are permitted on patios. No solid enclosures are permitted. No vegetation is permitted to grow on the walls or any portion of the inner structure, or fences, or any other portion of the improvements. All vegetation planted by an Owner may only be planted within the confines of the Owner's unit or property, and no Owner may plant plants or vegetation on any common area. All vegetation planted by an Owner will be maintained and trimmed in a professional manner at all times. Upon Owner's failure to maintain the vegetation on the Owner's property, the Association shall give the Owner a (30) day notice to maintain the vegetation. If the Owner does not maintain the vegetation after the 30-day notice, the Association can remove the vegetation at the Owner's expense and add the cost thereof to the Owner's assessment liability.

x) Outdoor sheds are permitted on your patio; however, they must comply with Emerald Lakes specifications. The shed may be NO higher than eight (8) feet from the flat area of the patio. Call the office for information on what specifications are required before you invest money. The Board will NOT be giving exceptions to this height requirement and will require removal of any shed that does not comply.

y) Only two (2) vehicles are permitted per unit. All Owner vehicles must display an Emerald Lakes parking decal on the windshield. Guests staying for more than one (1) night must display a temporary red hard parking pass on the rear-view mirror of the car. An Owner may rent one additional parking space at the cost of \$100.00 per year, if available. This must be done through the property management office. No Owner or guest shall park in a parking space not reserved for that Owner or the Owner to whom the guest is visiting. z) Only 4 persons may occupy a two-bedroom unit. Only 5 persons may occupy a 3- bedroom unit.

aa) No basketball hoops shall be allowed in the courtyards, patios, or common property of Emerald Lakes, unless installed by Association.

bb) No boats of any kind are allowed on the lakes. Fishing is allowed by residents only. This is a catch and release area. Please do not eat the fish as the lakes are full of runoff and chemicals.

cc) Permanent or semi-permanent gazebos, tents, or tarps of any kind are NOT permitted on the patio. A canopy, gazebo, or umbrella are allowed if approved by the Architectural Committee.

dd) POOL RULES. ALL RESIDENTS AND THEIR GUESTS MUST ABIDE BY THE ASSOCIATION'S POOL RULES. Failure to comply with the rules will result in pool privileges being revoked.

1. The pool is for the use of Owners, leasees and their guests.
2. Owners or leasees are responsible for their guests at all times.
3. Only four (4) guests per unit are allowed at one time.
4. All guests under 18 years of age MUST be accompanied by an Owner or leasee.
5. Keep pool gate closed at all times.
6. Food, alcohol, coolers, glass, or cans are not allowed in pool area. Non-alcoholic liquid is allowed in plastic containers with screw tops at poolside tables only.
7. Everyone must have a pool key. NO KEY, NO ENTRY.
8. Diapered babies MUST wear swim pants designed not to leak.
9. No animals, bicycles, rollerblades, or skateboards, etc. are allowed inside pool area.
10. Children under the age of fourteen (14) MUST be accompanied by the Owner or leasee.
11. No diving, no running, no shouting, no ball throwing, or loud music in pool area.
12. No pool parties.
13. Flotation devices are not allowed except for devices for small children's safety and noodles.
14. No person of any kind may be in, or enter, the pool area except during open hours. Any violation of this provision shall be considered a trespass and the Association may enforce this rule accordingly.
15. Any violations hereunder could result in a 30-day suspension of pool use and/or a fine of \$100.00 per incident.

16. Any damages to pool or Association property will result in suspension of pool privileges until damages and fines are paid in full.

ee) The pavilion is for the use of all residents whose maintenance is up-to-date and who have no outstanding fines against them. To use the Pavilion for a party, go to the office and reserve it for the desired date. A deposit check for \$50 is required. If you obey the restrictions on the use of the Pavilion and return the Pavilion to the condition you found it in, your check will be returned to you.

ff) The total number of leases within the Association shall not exceed fifteen (15%) percent, or sixty (60) in total. The Association shall establish a waiting list for new rentals. Availability for new rentals shall be distributed on a seniority system, where the next available rental shall go to the Owner on the waiting list who has owned their unit the longest. Any current Owner at the time of this adoption of this provision is exempt from the fifteen (15%) limitation until that Owner transfers their unit by any means to any new Owner. The new Owner shall then be subject to this fifteen (15%) limitation as to the rentals. Owners that are currently leasing a unit will be allowed to renew or obtain new tenants upon the expirations of a lease regardless of the fifteen (15%) percent rule. Any new Owners will be subject to the fifteen (15%) percent rule above. Leases shall be a minimum term of 3 months and a unit may only be leased two times per calendar year.

XIII. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless a majority of the then Owners of their dwellings agree to change the covenants in whole or in part. Such agreement may be expressed by written consent or by an affirmative vote cast in person or by proxy at a duly convened meeting of the Association. Provided any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

XIV. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing this action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of their attorney. Additionally, the Association may levy fines and suspend common area and other rights in accordance with Florida Statute Section 720.305 as amended from time to time.

XV. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XVI. Previously deleted.

XVII. Towing and Booting. Any vehicle that is parked in violation of these Covenants may be towed or booted, regardless of whether or not it is on the Association property, common areas or parking spaces appurtenant to a unit. No prior notice is required. All costs and expenses

shall be borne by the Owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Owners and lessees are responsible to see that all of the occupants of their units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any occupant of the unit, as well as any guests, visitors, and invitees to a unit, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

XVIII. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon any unit, nor shall any exterior addition to or change or alteration to any unit be made until the plans and specifications showing the nature kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

This Amended and Restated Protective Covenants for Emerald Lakes has been approved by at least a majority of the Owners by written consent.

The undersigned, Emerald Lakes Townhomes Homeowners Association, Inc., hereby consents to the terms and conditions contained in the foregoing and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

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IN WITNESS WHEREOF, the undersigned has caused these presence to be signed in its name by its President and Secretary this 7th day of May, 2021.

WITNESSES:

EMERALD LAKES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation

Tim VanDenBerghe
Printed Name: Tim VanDenBerghe

By: *Bruce Gillard* President
Bruce Gillard, President

Grace Mary Tallman
Printed Name: Grace Mary Tallman

By: *Philip Ratchford* Secretary
Philip Ratchford, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of physical presence on this 7th day of May, 2021 by Bruce Gillard as President and Philip Ratchford as Secretary of EMERALD LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation who are personally known to me.

WITNESS my hand and official seal in the County and State aforesaid, the year and date last written.



Grace Mary Tallman
Notary Public

My Commission Expires: _____

EXHIBIT "A"

EMERALD LAKES PHASE I-B, according to the Plat thereof, as recorded in Plat Book 9, Page 44; EMERALD LAKES PHASES II, III and III-A, according to the Plat thereof, as recorded in Plat Book 9, Page 45; EMERALD LAKES, PHASE IV, according to the Plat thereof, as recorded in Plat Book 9, Page 51; EMERALD LAKES, PHASE V, according to the Plat thereof, as recorded in Plat 9, Page 56; EMERALD LAKES, PHASES VI & VII, according to the Plat thereof, as recorded in Plat Book 9, Page 67; EMERLAD LAKES, PHASE VIII, according to the Plat thereof, as recorded in Plat Book 11, Page 90; EMERALD LAKES, PHASE IX, according to the Plat thereof, as recorded in Plat Book 10, Page 14; EMERALD LAKES, PHASE X, according to the Plat thereof as recorded in Plat Book 13, Page 56; Public Records of Martin County, Florida.