

**CERTIFICATE OF AMENDMENT
TO THE
PALM GROVE ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS**

The Amended and Restated Declaration of Covenants and Restrictions for Palm Grove has been recorded in the public records of St. Lucie County, Florida at Official Records Book 2976, Page 2797 et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Board of Directors and by the Membership by vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

1. Section 8(C) is amended to read as follows:

8. Assessments

C. The annual assessments shall commence on January 1st each year. The Board of Directors shall fix the amount of the annual assessment per Parcel at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent prior to January 1st to each Owner. The Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specified Parcels have been paid.

Any Assessment not paid within thirty (30) days after the due date will constitute a default and shall bear interest, from the due date, not to exceed 18 per cent interest per year. The default shall also give cause for the Association to consider the process of a Lien against the Parcel Owner in default. Every effort shall be considered, by the Board, to resolve the issue, with said Owner, in an equitable manner prior to any fixation of lien.

Thereafter, the Association may not file a claim of lien against the parcel owner for unpaid assessments unless a written notice or demand for past due assessments, as well as, any other amounts owed to the Association pursuant to its governing documents, has been provided to the Parcel Owner. The written demand or notice by the Board must conform to those set forth in F.S. 720.3085. While any assessment is in default, the member shall not be entitled to vote on any Association matters or exercise any other right or privilege of a member.

(The balance of Section 8 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove was adopted by the Board of Directors and by the membership by a vote sufficient for approval at the joint meeting of the Board and membership held on March 31, 2009.

3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Palm Grove 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 ____ day of April 27, 2009 2009.

WITNESSES AS TO PRESIDENT:

Lorraine H. Forte
Printed Name: LORRAINE H. FORTE
Hillary S. Madison
Printed Name: Hillary S. Madison

PALM GROVE ASSOCIATION, INC.

By: Car Lee March
_____, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Car Lee March as President of Palm Grove Association, Inc. [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



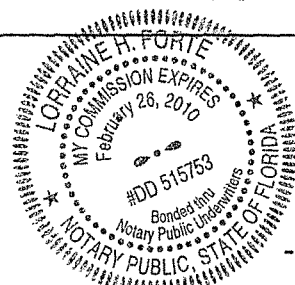
WITNESSES AS TO SECRETARY:

Lorraine H. Forte
Printed Name: LORRAINE H. FORTE
Hillary S. Madison
Printed Name: Hillary S. Madison

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by Christine Diaz, as Secretary of Palm Grove Association, Inc. [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

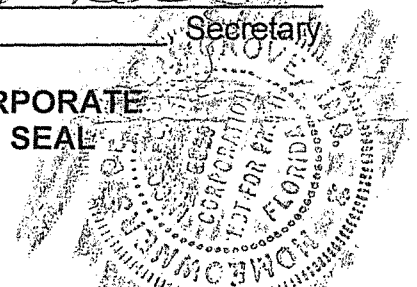


Lorraine H. Forte
Notary Public

PALM GROVE ASSOCIATION, INC.

By: Christine Diaz
_____, Secretary

CORPORATE
SEAL



Lorraine H. Forte
Notary Public

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
PALM GROVE ASSOCIATION, INC.**

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Bylaws of Palm Grove Association, Inc. has been recorded in the public records of St. Lucie County, Florida at Official Records Book 1836, Page 2980, et. seq. Palm Grove Association, Inc., by its duly authorized officers, hereby certifies that the Amendment to these Bylaws was approved by the Board of Directors and by the membership at a duly convened joint meeting held on March 31, 2009.

1. Section 1(E) is amended to read as follows:

1. **IDENTITY AND PURPOSE**

- 1.(E) The fiscal year of The Association shall be January 1 through December 31.

(The balance of Section 1 remains unchanged)

2. Section 3(a) is amended to read as follows:

3. **ANNUAL, SPECIAL, AND OTHER MEMBERSHIP MEETINGS**

- 3.(a) **ANNUAL MEETINGS**

The Board of Directors shall schedule an Annual Meeting at a time, date, and place for the purpose of presenting the budget, presenting the Board of Directors for the following year, and for any other matters deemed appropriate by the Board of Directors.

(The balance of Section 3 remains unchanged)

3. The foregoing amendment to the Bylaws of Palm Grove Association, Inc. was adopted by the board by a vote sufficient for approval and by the membership at a joint meeting held on March 31, 2009.

4. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

5. All provisions of the Bylaws of Palm Grove Association, Inc. 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 27 day of April, 2009.

WITNESSES AS TO PRESIDENT:

PALM GROVE ASSOCIATION, INC.

Lorraine H. Forte
Printed Name: LORRAINE H. FORTE

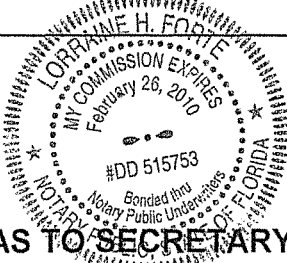
By: Carrie March
_____, President

Will Smith
Printed Name: Willary S. Madison

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledge before me on April 27, 2009, by CARIE MARCH, as President of Palm Grove Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal



Lorraine H. Forte
Notary Public

WITNESSES AS TO SECRETARY:

ASSOCIATION NAME

Lorraine H. Forte
Printed Name: LORRAINE H. FORTE
Will Smith
Printed Name: Willary S. Madison

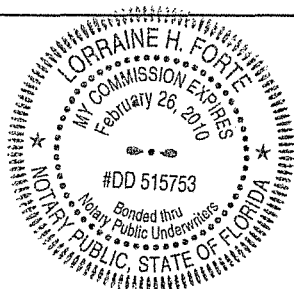
By: Christine Diaz
_____, Secretary

STATE OF FLORIDA
COUNTY OF St. Lucie

CORPORATE SEAL

The foregoing instrument was acknowledge before me on April 27, 2009, by CHRISTINE DIAZ, as Secretary of Palm Grove Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

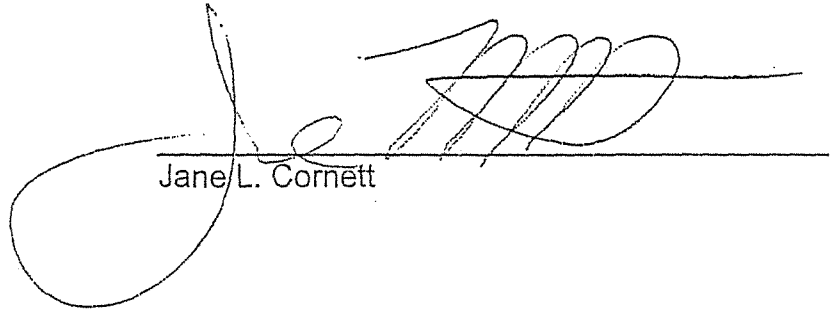
Notarial Seal



Lorraine H. Forte
Notary Public

**ACKNOWLEDGMENT OF
INITIAL REGISTERED AGENT**

Having been named Registered Agent to accept process of service for PALM GROVE ASSOCIATION, INC., at the place designated in the Articles of Incorporation, I hereby accept this designation as Registered Agent and Agree to comply fully with all provisions in Chapter 48, Florida Statutes, as amended.


Jane L. Cornett

**PALM GROVE ASSOCIATION INC.
DECLARATION OF COVENANTS AND RESTRICTIONS**

AMENDED AND RESTATED on April 29, 2008

The purpose of this Amended and Restated Declaration is to amend and restate the Declaration of Restrictions of Palm Grove recorded in Official Records Book 790, Page 2973, et seq., Public Records of St. Lucie County, Florida.

The Palm Grove Association Inc., hereinafter referred to as "The Association," declares that all property included within the Subdivision and within the Association, as defined in Plat Book 31, Pages 4, 4a, thru 4d, recorded in and for the County of St. Lucie, Fl., shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property and shall be binding upon all parties having any recorded title in the above described premises.

The specific provisions of this Declaration shall comply with, and in accordance to, the provisions set forth in the pertinent Statutory Laws of the State of Florida, the Palm Grove Association Inc. Articles of Incorporation, the By-Laws and other Governing Documents pertaining thereto, as filed in Tallahassee, Florida and the Office of the Clerk of the County, in and for the County of St. Lucie, Fl., respectively.

This Document shall also be referred to as "The Declaration."

1. Definitions

A. "Assessment" means a sum or sums of money payable to the Association as authorized in the governing documents, which if not paid by the owner of the parcel, can result in a lien against the parcel.

B. "Association" shall mean and refer to the Palm Grove Association Inc. its successors and assigns. The Association or the "Homeowner's Association," as it may be referred to, is a Florida (not-for-profit) corporation responsible for the operation of a community in which the voting membership is made up of parcel owners.

C. "Common Area" means all real property, within the community, which is owned and maintained by the association, for the use and/or the enjoyment of its members. (Appendix A)

D. "Community" means the real property that is or will be subject to a declaration of covenants, which is recorded in the county where the property is located. The term "community" includes all real property "as shown on the Plat".

E. "Declaration of Covenants," or "Declaration," means a recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of an "Association" in which the owners of the parcels, or their association representatives, must be members.

F. "Department" means the Department of Business and Professional Regulation in the State of Florida.

G. "Division" means the Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation in the State of Florida.

H. "Drainage System" shall mean all lakes and surrounding areas reflected on the Plat of Subdivision as Tract A-1, A-2 and A-3, together with all conduits, structures and swales necessary for the flow of water to and from said lakes.

I. "Governing documents" of the Palm Grove Association Inc. are The Declaration of Restrictions, The Articles of Incorporation, The By-Laws, The Architectural Control Rules and the Rules and Regulations duly adopted and recorded amendments, supplements and exhibits thereto.

J. "Homeowners' Association" or "Association" means a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. The term "homeowners' association" does not include a community development district or other similar special taxing district created pursuant to statute.

K. "Member" means any parcel owner in the Palm Grove Homeowner's Association and includes any person or entity obligated by the governing documents to pay assessments.

L. "Parcel" means the land, and the one story single family dwelling, on which it has been constructed

M. "Parcel owner" means the record owner of legal title to a parcel. It shall be a mandatory condition of parcel ownership, to agree to pay all assessments which the Association is authorized to impose.

N. "Resident" means the Owner, Renter or Lessee of the Parcel or a person who is a permitted occupant of an owner's or lessee's dwelling.

O. "Voting interest" means the voting rights distributed to the members of the homeowners' association, pursuant to the governing documents.

2. Obligations of the Association

A. OFFICIAL RECORDS.

The presiding Board of Directors must maintain all official records of the Association required by F.S. 720.303 inclusive of, but not limited to, the Governing Documents, the agendas and the minutes of any and all meetings of the Board and/or membership, and a current roster of all members, their mailing addresses and parcel identifications.

Among the official records which the Association shall maintain are all records listing the Common Areas of the Association and the records pertaining to their maintenance, repair or replacements; all business transactions and/or Contracts including bids, expenditures and receipts; all Insurance policies, all financial, tax and accounting records, statements, reports and any and all records that identify, measure or communicate financial information of the association.

All official Association records must be maintained and held for at least seven (7) years.

The Board will supply each Homeowner -at no cost- with any newly amended portion of the Palm Grove Homeowners Association Governing Documents and/or of the Florida Statutory Law, Chapter 720 after the year 2007, that would impact or alter any of these existing documents in any manner. For any additional copies thereafter, the requesting homeowner would need to compensate the Board for copying costs of said amendment.

B. INSPECTION AND COPYING OF RECORDS.

(1) The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community. If the Association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.

(2) The failure of the Association to provide access to the records within 10 business days after receipt of a written request creates a rebuttal presumption that the association willfully failed to comply with this subsection.

(3) A member who is denied access to official records, except in the case of an emergency, is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.

(4) The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not impose a requirement that a parcel owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying.

The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to members or parcel owners:

- a. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
- b. Disciplinary, insurance, and personal records of the association's membership or of its employees.
- c. Medical records of parcel owners or community residents.
- d. Any record protected by the lawyer-client privilege, as prescribed in Florida Statute, 90.502, and any record protected by the work privilege including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared in anticipation of imminent civil or criminal litigation of imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

C. Budgets. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The association shall provide each member, at no cost, with a copy of the annual budget thirty (30) days, prior to the Annual Meeting of the Association.

D. Reserves. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible to the extent that the governing documents do not limit increases in assessments, including reserves.

The amount to be reserved shall be established by means of a formula that is based upon estimating remaining useful life and estimating replacement cost or deferred maintenance expense of each reserve item. The Association should adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Annual calculation of the reserve shall be based on a separate analysis of each of the required assets. The membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required. If a meeting of the owners has been called to determine whether to waive or reduce the funding of the reserves and no such result is achieved or a quorum is not present, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a Homeowner's meeting at which a quorum is present. The projected annual cash inflows MAY include estimated earnings from investment on principle.

E. FINANCIAL REPORTING. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. Financial reports shall be prepared as follows:

(1) The Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the association's total annual revenues, as follows: The Association with total annual revenues of \$400,000 or more shall prepare audited financial statements.

F. RECALL OF DIRECTORS

(1) Any member of the Board of Directors may be recalled and removed from office, with or without cause, by a majority vote of all Association members eligible to cast a vote. A notice, by 10 percent of the voting interest, as required for an Association's members meeting to recall a Board member(s), shall state the specific director(s) to be removed. The proposed removal of a director(s) at a meeting shall require a separate vote for each Board Member sought to be removed.

(2) If the removal of a Board Member is effectuated at the meeting, any vacancies created, shall be filled by the Association members at the same meeting.

(3) Any Director who is removed from the Board shall not be eligible to stand for re-election until the next Annual Meeting of the members. Any Director so removed from office shall turn over to the Board, within five (5) business days; any and all records of the Association in his/her possession.

(4) In the event a Director(s), so removed, shall not relinquish their "Board Position" or turn over records as required by this section, the Association's Attorney shall be notified to refer this matter to the County's Circuit Court having jurisdiction and summarily order said Director to relinquish his/hers position and turn over all Association records, in their possession, to the Board or be subjected to further judicial action by the Court.

(5) Any recall dispute between a member and the Association must be submitted to mandatory binding arbitration with the Department and said proceedings shall be conducted in the manner provided by the procedural rules adopted by Florida Statute, Chapter 718.1255. Any attempt, other than stipulated above, to recall and remove a Board Member, must conform to the provisions set forth in Florida Statute, Chapter 720.303.

(6) If the Association fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with the bylaws, any member may apply to the circuit court that has jurisdiction over the community served by the association for the appointment of a receiver to manage the affairs of the association.

At least 30 days before applying to the circuit court, the member shall mail to the Association, by certified or registered mail, and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association 30 days to fill the vacancies.

If during such time the Association fails to fill a sufficient number of vacancies so that a quorum can be assembled, the member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees, and all other expenses of the receivership.

The receiver has all the powers and duties of a duly constituted board of directors and shall serve until the association fills a sufficient number of vacancies on the board so that a quorum can be assembled.

3. Memberships and Voting Rights in the Association

A. Every Owner of a Parcel shall automatically, on becoming an Owner of said Parcel or Parcels, be a member of The Association, and shall remain a member of the Association until his/her ownership ceases for any reason, at which time his/her membership in the Association shall automatically cease.

B. The Association shall have only one class of voting ownership: Members shall consist of every Owner of a Parcel and shall be entitled to one (1) vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any Parcel.

4. Rights of Owners

A. The Association for the operation of the common areas and recreational facilities may enforce reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. These areas and facilities will be used for recreational purposes only. Special authorization may be issued at the discretion of the Association. The Association shall not unreasonably restrict any parcel owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

B. In compliance with Title 36, U.S.C., Chapter 10, 175 (f), (Display and Use of Flags by Civilians), All members may fly the flag of the United States, U.S. Military Armed Services, State Flags, and flags of cities, or localities, or pennants of societies on the same halyard. The United States flag must always be at the peak and no such flags or pennants may be placed above the Flag of the United States.

(1) Flag Poles (vertical poles) may be erected by the parcel owner, within their respective property boundaries, that do not exceed 20 feet in height. Flags must be displayed in a respectful manner and no flag displayed shall be larger than 4 ½ by 6 feet.

(2) The Association may not expend Association funds in prosecuting Strategic Lawsuits Against Public Participation (SLAPP) suits, as defined in F.S. 720.304., against the parcel owner.

C. Any parcel owner may construct an access ramp if a resident or occupant of the parcel has a medical necessity or disability that requires a ramp for egress and

ingress. The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(1) Plans for the ramp must be submitted in advance to the Board of Directors of our homeowners' association. The association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

(2) The parcel owner must submit to the association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the parcel requiring the access ramp. Certification used for s. 320.0848 shall be sufficient to meet the affidavit requirement.

D. Any parcel owner may display a sign not larger than twelve inches by eighteen inches provided by a contractor for security services within 10 feet of any entrance to the home.

5. Grove Community Association Membership, Voting Rights and Governing Documents

A. Every member of the Palm Grove Association shall automatically be a member of The Grove Community Association, Inc., an association composed of the Owners of the 364 Parcels in the Palm Grove Association and the 144 unit owners in the Grove Condominium Section One Association, Inc. The Grove Community Association's duties and responsibilities relate to the water and sewerage systems as well as the maintenance and operation of the drainage systems (lakes, canals, swales, piping and catch basins) the Guard House and the major portion of Sunshine Blvd.

B. Assessments levied by the Grove Community Association shall be collected by the Palm Grove Association, Inc.

C. Voting rights for members of the Grove Community Association, Inc., are one (1) vote for each Parcel in the Palm Grove Association and one (1) vote for each unit in the Grove Condominium Section One Association, Inc.

D. The Grove Community Association, Inc., governing documents were included with the document package delivered to all Palm Grove Owners who purchased their homes from Wynne Building Corporation and were required to be passed on to the subsequent purchasers of Palm Grove homes by the seller.

Copies of these documents may be obtained from the Grove Community Association, Inc., for a nominal fee to cover the cost of copying.

6. Age 55 + Deed Restricted Community

A. The association is an "Over 55 Community" qualifying as "Housing for Older Persons", in accordance with Federal law and Florida law in compliance with the Federal Fair Housing Act as amended by the Housing for Older Persons Act of 1995, Department of Housing and Urban Development Rules.

B. Every Parcel transferred to any and all new Owners shall be occupied by at least one person age 55 or older, with any additional residents age 35 or older, except as defined below:

- (1) A person who for medical handicap or disability reasons may be exempted from this requirement in accordance with the By-Laws by determination of the Board of Directors.
- (2) A person who is a surviving spouse of a permanent occupant age 55 or older providing the spouse was a permanent occupant at the time of death.
- (3) A person divorced or separated from a permanent occupant age 55 or older, provided the person to receive the exemption has an ownership interest in the Parcel and was a permitted occupant at the time of the divorce or separation.
- (4) A family member of a 55 year old or older owner occupant where occupancy is necessary for the medical handicap or disability needs of the Owner.
- (5) A caregiver for a permanently disabled, 55 year old or older resident requiring a live-in care person.

C. A person who is a surviving, non-spousal family member or surviving co-habitant of the 55 year old or older resident, whose permanent residence was the same as that of the decedent at the time of his or her death, may remain as the legal occupant of the residence regardless of whether they have attained 55 years of age. This surviving family member or co-habitant would be entitled to any and all benefits and privileges, and responsible for the obligations, held by the former 55 or older resident of the parcel. The Association can deny resident status to an under 55 aged non-resident surviving, non-spousal family member of the 55 year old or older resident, whose permanent residence was not the same as that of the decedent at the time of his or her death, who legally acquired the parcel through the action of a will or trust

D. The Board shall obtain verification of compliance every two years with the 55 year old or older age occupancy requirements as set forth in the Federal Regulation 24 C.F.R. 100 or subsequent code requirements regarding verification of occupancy requirements. Owners and occupants shall comply with the Board's procedures and requirements for verification.

7. Obligations of Members

A. Each member and the member's tenants, guests and invitees are governed by and must comply with the Florida Statutes, Chapter 720 and all Governing Documents and any and all rules of the Association, as long as they retain ownership of their parcel. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (1) The Association;

(2) A member;

(3) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and

(4) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

8. Assessments

A. Each resident by acceptance of a deed therefore, whether or not it shall be so expressed in each deed, is deemed to covenant and agree to pay:

(1) The Association annual assessments and/or special assessments.

(2) The Association fines, fees and charges as may be assessed.

(3) The assessment levied by the Grove Community Association, Inc.

B. Annual Assessments shall be levied by The Association and shall be used:

(1) To maintain, replace and/or improve the Common Area.

(2) To obtain insurance coverage for Directors and Officers, property damage, liability of the Association, flood, theft and crime and such other Insurance deemed appropriate by the Board.

(3) To obtain management and operation of the Association, including legal and other professional fees.

(4) To provide for certain maintenance and/or budgeted provisions to the Parcels, for the benefit of the Parcel Owner, that have been approved and contracted by the Association that will, in effect, be for the sole purpose and advantage of all membership properties.

C. The annual assessments shall commence on November 1st each year. The Board of Directors shall fix the amount of the annual assessment per Parcel at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent prior to November 1st to each Owner. The Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on specified Parcels have been paid.

Any Assessment not paid within thirty (30) days after the due date will constitute a default and shall bear interest, from the due date, not to exceed 18 per cent interest per year. The default shall also give cause for the Association to consider the process of a Lien against the Parcel Owner in default. Every effort shall be considered, by the Board, to resolve the issue, with said Owner, in an equitable manner prior to any fixation of lien.

Thereafter, The Association may not file a claim of lien against the parcel owner for unpaid assessments unless a written notice or demand for past due assessments, as well as, any other amounts owed to the Association pursuant to its governing documents, has been provided to the Parcel Owner. The written demand or notice by the Board must conform to those set forth in F.S 720.3085. While any assessment is in default, the member shall not be entitled to vote on any Association matters or exercise any other right or privilege of a member.

D. Special Assessments may be levied solely for the purpose of defraying any of the maintenance, replacement and/or improvement of the common areas, which costs were not included in the annual assessments.

Adoption of a Special Assessment shall require a majority approval vote of all members eligible to cast a vote. Special Assessments shall become due within thirty (30) days after they have been adopted and approved by the membership.

(Exception) In the event an unpredictable situation occurs that, in itself, would create a universal hardship on the health, welfare and/or the regimentation to the residents of Palm Grove, the Board of Directors shall be empowered to authorize a Special Assessment without a majority approval vote of the membership. This authorization would be necessitated, by the fact, that obtaining any required funding for this particular occurrence through required documented procedures, as stipulated in Article D above, would create a time lapse that would cause a detrimental impact and hardship on the majority members of the community.

(1) Both annual and special assessments must be fixed at a uniform rate for all Parcels.

9. Enforcement

A. The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$25 per violation, against any member or any tenant, guest, or invitee for any violation of the governing documents. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine shall not become a lien against a parcel. Additionally, enforcement may be by proceedings at law or in equity.

B. The uniform method of processing membership complaints will be initiated when the Board of Directors receives a written "Action Request Form" concerning a potential violation of a governing document. The Board of Directors, if deemed appropriate, will notify the Architectural Control Committee of its receipt. The A.C.C. will then detail two (2) members of its Committee to contact the named individual(s) involved in said complaint and ascertain the validity of the alleged violation. If the A.C.C. members determine the accusation, to any extent invalid, they will notify the Board that no further action is required. If, in their discretion, a valid violation does exist, the A.C.C. members will then proceed to contact the named individual(s) by any expeditious means possible and issue a written explanation as to the nature of the complaint and the alternate solutions to its resolve within a thirty (30) day time period or a shorter period of time if required by the circumstances.

If no action is taken on the part of the named individual(s) to resolve the issue within the stipulated time period, the A.C.C. members will then issue further written notice to the named individual(s) that the case will be referred to the Board of Directors for further action to be taken.

(1) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three volunteer members of the Association, randomly selected by the Board, as need dictates, to comprise the so named "Hearing Committee." The volunteers may not be officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

The Hearing Committee acting in its capacity as an agent of the Board will be empowered to render a "final decision" in and for the matter presented before them. If the committee, by majority vote, does not approve a proposed fine or suspension, it shall not be imposed. However, if the totality of circumstance dictates that a fine and/or a suspension be imposed the Board of Directors will be duly notified within ten (10) working days after the Hearing, of the Hearing Committee's decision and/or instructions on how the matter is to be concluded. The Board will then notify the individual/s by certified mail with return receipt requested of their final determination of any fine or suspension to be imposed. Any further administrative proceedings by either the individual or the board must be in conformity with FS 720.311.

(2) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

C. Enforcement of the provisions of the Florida Statutes, this Declaration of Restrictions, the Articles of Incorporation, The By-Laws, The Rules and Regulations, and the Architectural Control Rules shall be by lawful judicial means or in equity.

10. Parcel and Living Use

A. All parcels shall be used only as a single family private dwelling and for no other purpose. No non-residential commercial or advertising business activities that result in additional traffic within the community or excessive noise will be permitted. Services by and for the Association members may be performed for the owner by the owner and for inter-residential purposes only. All resident's services must be performed exclusively internal to the parcel owner's home. The Board in its sole and absolute discretion may restrict any business uses that it determines are interfering with the enjoyment or residential purpose of the Association.

B. No building shall be erected, altered, placed or permitted to remain on any Parcel, other than one (1) detached one story single family dwelling and an attached private garage architecturally the same as originally constructed, excluding attached hurricane protection.

C. Total occupancy of a Living Unit shall not exceed five (5) Residents.

D. There shall be no posting of any signage, on any Parcel, pertaining to any commercial, or self, advertising enterprises; except Residential Home Security signs as stipulated in Section 4D of this Declaration.

11. Sales, Rentals and Lease

A. There shall be no lease or rental of a Parcel or Living Unit-upon purchase- during the first year of ownership and if there is a lease current and outstanding by the seller then that lease cannot continue with the buyer; However The Association does recognize that there might be instances where the previous owner upon selling may not be able to relocate immediately (subsequent to closing) and the new owner would allow the previous owner to remain in the home for a monthly rental fee at a mutually agreed upon lease period. All other Sub-leasing and/or sub-renting within the first year are prohibited. No individual rooms shall be rented and no transient tenants are permitted.

B. The Board of Directors will establish an "Orientation Committee," to meet with any prospective buyers, renters or leases of Parcels in the Association, to insure that they provide the Committee with written proof of their age to maintain our 55+ Deed Restricted Community provisions. Any prospective buyers, renters or leases of Parcels will also be informed of all contents so listed in the Palm Grove Homeowners Association and the Palm Grove Community Association Governing Documents. The Owner will be responsible to arrange an interview with the said buyer/renter/lessee with the Orientation Committee not less than seven (7) days prior to the "closing transaction" of the Parcel.

C. The Owner shall be responsible to provide any prospective buyer, renter, lessee with a copy of all governing documents of the Palm Grove Homeowners Association and the Grove Community Association and the Disclosure Summary (Reference Florida Statue 720.401) prior to their meeting scheduled with the Orientation Committee.

D. The Orientation Committee shall have the authority to require the buyer, renter or lease to provide written acknowledgement of having attended such meeting (s) and that the said buyer, renter or lessee will thereby conform with all the provisions set forth in the aforementioned documents. This form and the contents thereof must be dated and signed by the buyer, renter or lessee and must be substantially similar to the form stipulated in FS 720.401.

This form shall also include a statement to the effect, that failure to sign, shall not in any manner, relieve the buyer of the responsibility to abide by the provisions of these documents.

12. Governing Documents

The Governing Documents of The Association shall be the Declaration of Restrictions, the Articles of Incorporation, and the By-Laws, the Architectural Controls Rules and The Rules and Regulations. Any amendments to the Association's Documents shall be approved by an affirmative majority vote of the entire membership entitled to vote. All members of The Association shall be subject to the provisions of the Governing Documents, as shall all Guests and Visitors, tenants, lessees and any other residents.

13. Maintenance of Properties

It shall be the personal responsibility of every Homeowner to maintain their parcel in such manner that any prudent association member would be supportive of their conformity and preservation in maintaining property values in accordance to the reasonable Comparison Standards established and approved by the majority of the Board of Directors. Any refusal by the homeowner to comply with this obligation could result in a complaint and subsequent fine against the homeowner.

It shall be the obligation of the Association to maintain and responsible for the management and control of all of the Association's "common areas" buildings, grounds, equipment and other designated structures and for all of the improvements, repairs, furnishings, equipment and supplies related to their proper conditioning and upkeep. Any person found responsible for the misuse, damage or destruction of any Association's common areas or properties will be required to make appropriate restitution to the Association or be cited and/or fined in accordance with the provisions set forth in Section 8.F. Et al., of this Declaration.

14. Owner's And Lessee's Use Of Common Areas:

A. All Association Parcel Owners/Renter(s)/Lessee(s) shall have a right to use the Common Areas (defined in Appendix A) that are regulated by and under the following provisions:

- (1) The right of The Board of Directors to enforce the Rules and Regulations, established by the membership, pertaining to the use of all said facilities.
- (2) The right of The Board of Directors to suspend the right of an Owner or lessee to use the facilities for any period during which any duly established Fine(s) or assessment against the owner is delinquent in accordance with the Association's Governing Documents.
- (3) The right of the Board of Directors to establish and promulgate the necessary scheduling concerning the use, and time frames, of the recreational facilities and all Clubhouse functions.
- (4) The right to enforce all established Rules and Regulations pertaining to the Common Area's parking facilities.

15. Architectural Control Rules

The Board of Directors shall appoint volunteer members of the Association to form a "Architectural Control Committee" whose specific authority is to inspect and inform the Board of Directors of any infraction (s) within the community, they so determine, that are inconsistent and/or violate the Association's Architectural Control Rules that has been effectuated by a majority approval vote of the membership eligible to vote

16. Rules and Regulations

The Association's Rules and Regulations so listed, in the Palm Grove Association Inc., Rules and Regulations Document pertinent to the maintenance and conservation, of the Parcels and Common Properties, for the health, convenience, safety and/or welfare of the community shall be enforced by the Board of Directors.

17. 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 and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Parcel.

18. Subordination of Lien to Mortgages and Taxes

The Lien of Assessments provided for herein shall be subordinate to tax liens for real estate taxes and mortgage liens, provided said mortgage liens are first liens against the Parcel encumbered thereby, and in favor of an entity which makes first mortgage loans in the ordinary course of business. Sale or transfer of any living unit shall not affect the assessment lien.

In the event that the holder of such a first mortgage obtains title to any Parcel subject to assessments by the association, as a result of foreclosure of the first mortgage or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, its successors and assignees shall only be liable for assessments pertaining to such Parcel applicable to the time prior to acquisition of title as a result of foreclosure or deed or other arrangement in lieu of foreclosure, as provided by F.S 720.3085, unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage.

The purchaser of the foreclosure, otherwise known as the new Parcel Owner, shall not be excused for the payment of assessments coming due during the period of his ownership of the Parcel, whether or not the Parcel is occupied, nor shall the Parcel be relieved from the lien of such assessment. Nothing herein shall impair the right of the Association, as a lien holder, to receive proceeds pursuant to judgment for foreclosure and sale in action brought by a mortgagee.

19. Easements of Necessity

On each and every Association Homeowner's Parcel, as indicated in the Subdivision Plat entitled Palm Grove Plat Book 31, Pages 4, 4A- 4D, in and for the County of St. Lucie, Fl., has, within its individual boundaries, certain "easements of necessity" created upon, across, over, through and under said properties.

They are for such rights of ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including irrigation but not limited to water, sewer, gas, telephone, electricity, television, security, cable or communication lines and systems. Also, these easements have hereby been created and reserved for the Association's maintenance obligations of the common areas.

20. Dispute Resolution

A. In the event that there is any dispute between the Association and a Parcel Owner regarding the use of, or changes to, 1) the parcel, 2) the Common Areas, 3) The Governing Documents 4) covenant enforcement areas 5) Amendments to the

Association Documents, 6) Meetings of the Board of Directors and Committees appointed by the Board, 7) Membership Meetings (except Election Meetings), 8) Access to the Official Records of the Association such dispute shall be subject to a mandatory pre-suit mediation before the dispute is filed in a Court of Law.

B. When mediation is attended by a quorum of the Board, such mediation is not a Board Meeting for purposes of notice set forth in F.S. 720.303. An aggrieved party shall serve on the responding party a *written demand to participate in pre-suit mediation* using the Statutory Offer To Participate in Pre-Suit Mediation Forms.

C. All disputes so filed must be pursuant to Florida Statute 720.311 except Recall of Directors and Election Disputes which must be presented to the Department of Business and Profession Regulations for binding arbitration.

21. Term

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 thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument approved by a majority vote of all Association members eligible to cast a vote, for said property which has been recorded, agreeing to change said covenants in whole or part.

22. Amendments

A. This Declaration and all governing documents may only be amended by a majority approval vote of all members eligible to cast a vote. All and any future amendments to any of the governing documents may be instituted by separate and distinct modification to the specific section of the specific governing document.

All Governing Documents pertaining to the Association are subject to amendments as, or when, deemed necessary.

B. All amendments shall be evidenced by a certificate executed by the Board of Directors with the formality of a deed and recorded in the Office of the County Clerk, in and for the County of St. Lucie, Florida.

C. No amendment shall be passed that impairs or prejudices the rights and priorities of any entity holding a first mortgage, which entity makes first mortgage loans in the ordinary course of business.

23. Severability

Invalidation of any of these covenants by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

Declaration of Restrictions

Appendix A

Common Areas

1. Private streets, roadways and lakes as reflected on the Plat of the Subdivision
2. Clubhouse/ Recreation Area (Tract C on Plat)
3. Irrigation systems which service the Subdivision)
4. Lighting which services areas for the beautification and illumination of the Subdivision, except for lighting within the street lighting taxing district.
5. Those areas and parcels designated by the Association in the Plat of the Subdivision
6. Such other property as is owned and or maintained by the Association.

This Amended and Restated Declaration was approved by a majority of the Board of Directors on April 29, 2008 and by a majority of the entire membership at a meeting held on April 29, 2008.

Witnesses:

Palm Grove Association, Inc.

Printed Name #1:

By:

, President

Printed Name #2:

By:

, Secretary

Printed Name #1:

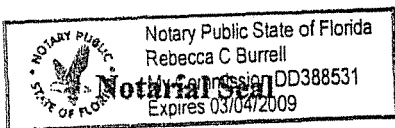
Printed Name #2:

CORPORATE SEAL:

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on April 29th, 2008, by Douglas L. Banker as President of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].



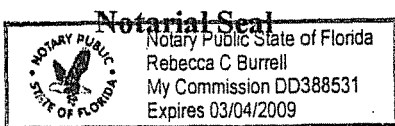
Notary Public

Printed Name: Rebecca C. Burrell

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on April 29 2008, by Carr Lee March Secretary of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].



Notary Public

Printed Name: Rebecca C. Burrell

LAW OFFICES OF
ROSS EARLE & BONAN, P.A.

RECEIVED JUN 04 2008

DEBORAH L. ROSS
DAVID B. EARLE
ELIZABETH P. BONAN
JACOB E. ENSOR
KATY L. BOWEN

ROYAL PALM FINANCIAL CENTER
SUITE 212
759 SOUTH FEDERAL HIGHWAY
STUART, FLORIDA 34994

MAILING ADDRESS:
POST OFFICE BOX 2401
STUART, FLORIDA 34995

TELEPHONE (772) 287-1745
FAX (772) 287-8045

Memo

To: Board of Directors
Palm Grove Association, Inc.
From: Elizabeth P. Bonan, Esq. *EAB*
Subject: Amended and Restated Declaration
Date: June 2, 2008

Enclosed for your safekeeping is the original Amended and Restated Declaration for your Association that has been recorded in the St. Lucie County public records. We have retained a copy for our file.

Should you have any questions, please do not hesitate to call.

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

PALM GROVE ASSOCIATION, INC.

FILED
02 DEC -9 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, certify that the initial Articles created on April 7, 1992, are hereby Amended and Restated, and the following Articles of Incorporation are adopted effective November 1, 2002. PALM GROVE ASSOCIATION, INC, (The Association) is a Not For Profit Corporation in accordance with Florida Statutes Chapter 617.

ARTICLE I: NAME

The name of the Corporation is PALM GROVE ASSOCIATION, INC. (The Association).

ARTICLE II: PRINCIPAL OFFICE

The principal place of business and the mailing address is 5951 Travelers Way, Fort Pierce, Florida 34982.

ARTICLE III: PURPOSE

The purpose of The Association is to provide an entity for:

(a) The administration, maintenance, repair and replacement of the real property described in Exhibit "A" attached hereto, hereinafter called the "Subdivision", and any additions thereto, pursuant to the provisions of that certain Declaration of Restrictions affecting the property described on Exhibit A, hereinafter called the "Declaration",

(b) The operation and maintenance of the Common Areas described in Exhibit "B" attached hereto.

ARTICLES OF INCORPORATION (Cont'd)

(c) Establishment of an "Over 55 community" qualifying as "Housing for older persons" in accordance with federal law and Florida law in compliance with the Federal Fair Housing Act as amended by the Housing for Older Persons Act of 1995, Department of Housing and Urban Development Rules, as amended from time to time.

Every homeowner property unit transferred to new membership after November 1, 2002 shall be occupied by at least one person age 55 or older. All residents must be 35 years of age or older except as permitted by the By-Laws for medical, handicapped, or disability reasons.

(d) The enforcement of the provisions of these Articles, the Declaration, the By-Laws, the Rules and Regulations, and the Architectural Control Rules, as amended from time to time, all of which shall be the governing documents of The Association.

ARTICLE IV: CORPORATE POWERS

The Association shall have all the powers of a Homeowners' Association permitted by Florida Statute Chapter 720 as amended from time to time, and applicable parts of Florida Statute Chapter 617, Corporation, Not-for-profit, as amended from time to time.

I. The powers and duties of The Association which shall be carried out through its Board of Directors, except where a vote of the membership is specifically required, shall include and be governed by the following provisions:

1.(a) Collect assessments against members, as owners, to defray the costs, expenses, and losses of The Association.

1.(b) Use the proceeds of assessments in the exercise of its powers and duties.

1.(c) Maintain, repair, administer, and replace the Common Area as described in the Declaration.

1.(d) Purchase insurance for those portions of the Common Area under its ownership and administration, and insurance for the protection of The Association, its officers and directors, and its members as owners.

1.(e) Reconstruct and /or replace improvements to the Common Area, including but not limited to, facilities, structures, landscaping, streets, and infrastructure owned by The Association as may be required by deterioration, casualty, or law.

ARTICLES OF INCORPORATION (Cont'd)

1.(f) Make and amend reasonable Rules and Regulations, and Architectural Control Rules, for the use of the Common Area, and other property in the Subdivision.

1.(g) Contract for the management of the Common Area, and the Subdivision and to delegate to that contractor those powers and duties specified in a written contract. Any such contract shall be cancellable with or without cause by either party upon giving thirty (30) days notice, regardless of the term of the contract.

1.(h) Employ personnel to perform services required for proper administration of The Association, and maintenance of the Common Area, and other property in the Subdivision under administration of The Association. Such employment is not mandatory.

1.(i) Enforce by legal means the provisions of these Articles, the Declaration, the By-Laws, the Rules and Regulations, and the Architectural Control Rules, all of which shall be the governing documents for The Association.

1.(j) Sue and be sued. Legal disputes involving only The Association and a member, or members, of The Association shall be submitted to mandatory non-binding mediation prior to the ability to file any lawsuit.

1.(k) Levy, collect, and lien subject to foreclosure, fines and late charges for member violations of any of the governing documents and suspend members rights for failure to pay assessments or other charges when due, as permitted by Florida Statute 720.305, as amended from time to time. (See Exhibit C for reference.)

1.(l) Make no distribution of funds to its members, directors, or officers except reimbursement for expenses directly related to specific budget items.

1.(m) Hold in trust for the members all funds and the titles of all properties acquired by The Association.

1.(n) Establish a committee to meet with prospective buyers of properties in The Association to insure that such buyers are informed of the contents of the documents listed in 1.(i) above, and with the contents of the documents of the Grove Community Association.

This committee shall have the authority to require a signed acknowledgment by the buyer of having attended such a meeting, or meetings, and that the buyer will abide by the provisions of the documents listed in 1.(i) above, and the documents of the Grove Community Association. The form and content of this acknowledgment shall have the written approvals of The Association's attorney and the Board of Directors. This acknowledgment shall include a statement to the effect that failure to sign shall not relieve the purchaser of responsibility to abide by the provisions of these documents.

ARTICLES OF INCORPORATION (Cont'd)

2. The powers and duties of The Association shall be subject to and shall be exercised in accordance with these Articles, the Declaration, the By-Laws, the Rules and Regulations, and the Architectural Control Rules.

3. Any conflict in the governing documents shall be resolved in the following order of superior authority:

- (a) Declaration (highest authority)
- (b) Articles of Incorporation
- (c) By-Laws
- (d) Rules and Regulations
- (e) Architectural Control Rules (lowest authority)

ARTICLE V: MEMBERSHIP

All owners of individual parcels of the community, and no other persons or entities, shall be members of The Association, with each parcel having only one vote regardless of the number of owners of a single parcel. Ownership of each parcel shall be as stated in the Public Records of St. Lucie County Tax Assessor. Ownership shall be only by individual persons or by trusts established solely for estate planning purposes in the name, or names of individual persons.

The Association is organized on a non-stock basis. A single certification of membership shall be recorded for each parcel, regardless of the number of owners, each of whom shall be listed on the certification.

ARTICLE VI: BOARD OF DIRECTORS

The term of each Director shall be one year, with each Director having the right to run for re-election an unlimited number of times. The number of persons constituting the Board of Directors is seven (7). Directors shall be elected by plurality of votes cast by eligible voters at a meeting when thirty (30) percent or more of the voting interests of The Association is present in person or by proxy. All Directors shall be members of The Association as specified in Article V.

Nominations for the Board of Directors shall be by individuals desiring to serve. Nominating Committees shall not be used. Nominees' campaign printed matter shall be limited to the content, size, distribution, and posting specifications set forth in the By Laws. Outside displays of any kind shall be prohibited.

Nominations shall be presented to the Board of Directors not later than thirty (30) calendar days before the election.

ARTICLES OF INCORPORATION (Cont'd)

In the event that seven candidates for the Board of Directors cannot be nominated because not enough members are willing to serve, a lesser number of five (5) or three (3) shall be elected. The Board of Directors shall elect the officers of The Association.

ARTICLE VII: QUORUM

1. A quorum for a meeting of the membership where decisions are to be made shall be thirty (30) percent or more of the total voting interests of the Association, in person or by proxy. //0.2

2. A quorum for meetings of the Board of Directors shall be a majority of the Directors present in person, or by telephone, or by electronic means where complete two way verbal communication is available to all persons attending the meeting.

ARTICLE VIII: PERPETUAL EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX: AMENDMENTS

1. Amendments to these Articles, the Declaration, the By-Laws, the Rules and Regulations, and the Architectural Control Rules, must be approved by a majority vote of:

(a) The Board of Directors
and

(b) The total membership entitled to vote, in person or by proxy. The Board of Directors need not vote at the same time as the membership.

2. Amendments may be proposed by the Board of Directors or by a majority vote of the membership at a meeting when thirty (30) percent or more of the total voting interests are present in person or by proxy.

ARTICLE X: PROXIES

Proxies shall be in accordance with Florida Statute 720.306(6), as amended from time to time. (See Exhibit C for reference.)

ARTICLE XI: MANAGEMENT OF THE ASSOCIATION

The affairs of The Association shall be managed by the Board of Directors. The Board of Directors shall elect the officers of The Association from the members of the Board of Directors, all of whom shall be members of The Association

ARTICLES OF INCORPORATION (Cont'd)

The officers shall be President, Vice President, Treasurer, and Secretary. The President and Vice President shall not hold another office in The Association. One person may hold the offices of Treasurer and Secretary.

The Board of Directors shall utilize a bonded, properly insured, licensed Community Association Manager (CAM) to assist in the administration and management of The Association. In the event CAM licensing is discontinued, the manager shall have comparable experience and qualifications for the last licensing requirements for CAM.

Before entering into any contract with a supplier to The Association, and for any services that by law require performance by a properly licensed and insured professional or contractor, the Board of Directors shall determine that the service provider is properly licensed and insured and shall have the contract reviewed by The Association's Registered Agent identified in Article XV, or if the Registered Agent is unavailable, by an alternate attorney in the Registered Agent's law firm.

The Board of Directors shall use the services of a Certified Public Accountant (CPA) for the following financial matters.

1. Perform an annual audit and prepare the Annual Financial Statement to The Association's members in accordance with Generally Accepted Auditing Principals (GAAP).
2. Assist in budget preparation, and establishing operating and reserve accounts.
3. Prepare all Federal and State tax returns in cooperation with the community association manager referred to above.
4. Assist in establishing internal financial controls and fraud prevention practices.
5. Provide other professional services as deemed prudent by the Board of Directors.

ARTICLE XII: COMPENSATION AND INDEMNIFICATION

Officers, Board members, and committee members shall serve without compensation other than for expenses that relate to specific budget items, and are approved by the Board of Directors.

Every director and every officer of The Association shall be indemnified by The Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of The Association, whether or not he or she is a director or officer at the time

ARTICLES OF INCORPORATION (Cont'd)

such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII: CONDUCT OF MEETINGS

Roberts Rules of Order shall not govern the conduct of meetings of the membership, or meetings of the Board of Directors. The sequence of meeting subjects shall be at the discretion of the Officer or Director conducting the meeting, and shall include the subjects set forth in the By Laws. All meetings shall be conducted by the President, or in the President's absence, by the Vice president, or in the absence of both the President and Vice President, any other officer or Director appointed by the Board of Directors.

ARTICLE XIV: DISASTER PROVISION

In the event of a disaster resulting in the loss or unavailability of less than three Directors, a special meeting of the available membership shall be held to elect a pro tempore Board to serve the remaining term of the current Board. The pro tempore Board shall have all the powers of the current Board. The pro tempore Board shall include all available members of the current Board plus the required number of replacement Directors to create a three member pro tempore Board.

If it is not possible to elect a pro tempore Board of three members, then the maximum possible lesser number of Directors shall constitute the Board. Should at least three members of the prior Board become available within the term of their office, the pro tempore Board shall be immediately dissolved in favor of the prior Board members.

ARTICLE XV: REGISTERED AGENT

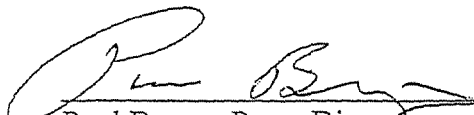
The registered agent of The Association is Attorney Jane L. Cornett, Esquire, 401 East Osceola Street, Stuart, Florida 34994

ARTICLE XVI: EXECUTION OF ARTICLES

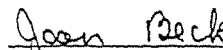
These Amended and Restated Articles of Incorporation were approved by a majority of the Board of Directors on November 1, 2002, and by a majority of the membership at a meeting held November 1, 2002.

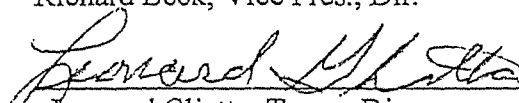
ARTICLES OF INCORPORATION (Cont'd)

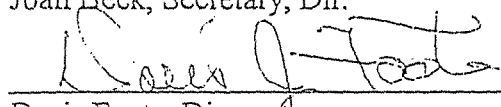
The undersigned officers and Directors of The Association have executed these Amended and Restated Articles of Incorporation this 1st day of November, 2002.

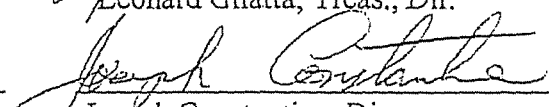

Paul Bongo, Pres., Dir.

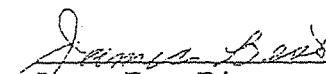

Richard Beck, Vice Pres., Dir.


Joan Beck, Secretary, Dir.


Leonard Gliatta, Treas., Dir.


Doris Foote, Dir.


Joseph Constantine, Dir.


James Best, Dir.

End of Articles of Incorporation

ARTICLES OF INCORPORATION – NOVEMBER 1, 2002

EXHIBIT A

All of Palm Grove, according to the plat thereof, as recorded in Plat Book 31, at Pages 4, 4a, 4b, 4c and 4d of the Public Records of St. Lucie County, Florida.

ARTICLES OF INCORPORATION – NOVEMBER 1, 2002

EXHIBIT B

COMMON AREAS

1. Private streets and roadways as reflected on the Plat of the Subdivision.
2. Clubhouse/Recreation area (Tract C on Plat).
3. Irrigation systems which service the subdivision.
4. Lighting which services areas for the beautification and illumination of the subdivision, except for lighting within the street lighting taxing district.
5. Those areas and parcels designated as owned by the Association in the Plat of the Subdivision.
6. Such other property as is owned and/or maintained by the Association.

BY-LAWS
OF
PALM GROVE ASSOCIATION, INC.

Amended and Restated October 28, 2003

1. IDENTITY AND PURPOSE

1.(A) These are the By-Laws of PALM GROVE ASSOCIATION, INC., Amended and Restated October 28, 2003, a corporation not for profit under the laws of the State of Florida, the Declaration, and the Articles of Incorporation Amended and Restated November 1, 2002, of which are filed in the office of the Secretary of State, and in the office of the St. Lucie County Clerk.

1.(B) PALM GROVE ASSOCIATION, INC. hereinafter called "The Association", has been organized to provide an entity for the purpose stated in Article III of the Articles of Incorporation Amended and Restated November 1, 2002.

1.(C) All present or future owners or tenants, or their employees, or any other person that might use the Subdivision or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws, the Declaration of Restrictions, the Articles of Incorporation Amended and Restated November 1, 2002, the Rules and Regulations, and the Architectural Control Rules.

1.(D) The office of The Association shall be at 5951 Travelers Way, Ft. Pierce, Florida 34982.

1.(E) The fiscal year of The Association shall be November 1 through October 31.

1.(F) The seal of The Association shall bear the name of "PALM GROVE ASSOCIATION, INC.; the word "Florida"; the words "Corporation Not for Profit", and the year "1992" (the year of incorporation).

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

2.(A) Membership and voting rights shall be as set forth in the Articles of Incorporation Amended and Restated November 1, 2002, Article V.

2.(B) Meeting quorum requirements shall be as set forth in the Articles of Incorporation Amended and Restated November 1, 2002, Article VII.

2.(C) Proxies shall be in accordance with the Articles of Incorporation Amended and Restated November 1, 2002, Article X.

RECORD & RETURN TO: (F)
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

BY-LAWS (Continued)

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2300915 OR BOOK 1836 PAGE 2980
Recorded: 11/05/03 11:01

2.(D) Votes at a meeting may be cast in person or by proxy. Proxies shall be valid for the length of time or meeting(s) set forth in the proxy or document granting the proxy and must be filed with the Secretary not later than 7 (seven) days before the date of the meeting(s) stated on the proxy. Votes may be cast by mailed ballot or proxy on any matter as designated by, and in accordance with, procedure established by the Board of Directors.

2.(E) A vote of approval or disapproval of a member upon any matter, whether or not the subject of a meeting of The Association shall be by the same person who would cast the vote of such owner if in a meeting of The Association.

2.(F) The affirmative vote of a majority of the Board of Directors and of a majority of the entire membership at any membership meeting at which a quorum is present shall be binding on all members.

3. ANNUAL, SPECIAL, AND OTHER MEMBERSHIP MEETINGS

All membership meetings shall be held at the office of The Association unless the building has become unusable because of pollution, physical damage or emergency-related occupancy. In this event, the Board of Directors shall designate the times, dates and locations of meetings for the duration of these conditions.

3.(A) ANNUAL MEETINGS

The Board of Directors shall schedule an Annual Meeting at a time, date, and place between October 21 and November 1 inclusive of each calendar year for the purpose of presenting the budget, presenting the Board of Directors for the following year, and for any other matters deemed appropriate by the Board of Directors.

3.(B) SPECIAL MEETINGS

Special Meetings shall be held whenever called by the President, or Vice President in the absence of the President, or by a majority of the Board of Directors, and must be called within 90 (ninety) days from receipt of a written request from at least 25 (twenty five) percent of the entire membership. Requests for, and notices for, Special Meetings shall include a description of the purpose or purposes for which the meeting is called.

3.(C) OTHER MEETINGS

Other Meetings shall be held as deemed appropriate by the President, or Vice President in the absence of the President, or by a majority of the Board of Directors for the purpose of providing information to the membership, including but not limited to updates on significant projects in progress or being considered.

BY-LAWS (Continued)

An Other Meeting shall be held approximately 30 (thirty) days prior to The Annual Meeting to allow nominees to the Board of Directors an opportunity to address the membership. Nominees wishing to speak at this meeting must have presented their nominations to the Board of Directors in accordance with Article VI, third paragraph of the Articles of Incorporation Amended and Restated November 1, 2002.

3.(D) NOTICE OF ALL MEMBERSHIP MEETINGS.

Notice of all membership meetings shall be posted in a conspicuous place in the clubhouse of The Association not less than 14 (fourteen) days nor more than 60 (sixty) days prior to the meeting. Additional notices may be given by whatever means are deemed appropriate by the Board of Directors but such additional notices are not mandatory, except that notice of the Annual Meeting shall be mailed to each member not less than 30 (thirty) days nor more than 60 (sixty) days prior to the meeting.

3.(E) ANNUAL MEETINGS ORDER OF BUSINESS

The business of Annual Meetings shall include, but not necessarily be limited to, nor necessarily introduced in the following order:

- (1) Pledge of Allegiance
- (2) Opening remarks of the chairperson including a summary of the agenda items and introduction of persons at the head table.
- (3) Reading of minutes of the previous Annual Meeting, and a list of the dates of Special Meetings and Other Meetings held since the last Annual Meeting. Minutes of Special Meetings and Other Meetings shall not be read, but shall be available for inspection at the office.
- (4) Reports of officers and committees
- (5) Presentation of Budget
- (6) Unfinished Business
- (7) Election of Board of Directors in accordance with section 4(A) herein.
- (8) New Business
- (9) Adjournment

3.(F) SPECIAL MEETINGS AND OTHER MEETINGS ORDER OF BUSINESS BY-LAWS (Continued)

Special Meetings and Other Meetings shall include the following:

- (1) Pledge of Allegiance
- (2) Opening remarks of the chairperson including the purpose of the meeting.
- (3) Reading of previous Special or Other Meeting only if pertinent to the present meeting.
- (4) Business of the meeting only as related to the purpose for which the meeting was called
- (5) Adjournment

3.(G) ADJOURNMENT OF MEMBERSHIP MEETINGS

Adjournment of all membership meetings shall be in accordance with Florida Statute 720.306(5) as amended from time to time. (See Appendix C to The Articles of Incorporation Amended and Restated November 1, 2002 for reference.)

4. BOARD OF DIRECTORS

The organization of the Board of Directors, term of office, Association membership requirement for Board Members and officers, nomination requirements for Board Members, election of Directors by plurality of votes, and election of officers shall be in accordance with Article VI of the Articles of Incorporation Amended and Restated November 1, 2002. To be eligible for election to the Board of Directors, a member must occupy his residence not less than 260 (two hundred sixty) days (8 1/2 months) in each calendar year.

4.(A) ELECTION PROCEDURE

Election procedure for the Board of Directors shall be as follows:

- (1) If there are more than seven nominees, or a total of six, or a total of four, ballots shall be prepared for the election of exactly seven, or five, or three respectively.
- (2) If there are exactly seven, or five, or three nominees, ballots will not be required and the Secretary, or other Director if the Secretary is not available, shall cast one vote for each nominee to formalize the election.
- (3) If ballots are required, voting may be conducted by mail or hand delivery.

The Board of Directors shall be responsible for preparation of the ballots and distribution of the

BY-LAWS (Continued)

DR BOOK 1836 PAGE 2983

ballots to each voter by mail. Ballots shall include the name of each nominee.

The Board of Directors shall establish procedures to insure the secrecy of all votes and insure that no voting interest casts more than one vote for each nominee.

Prior to the meeting, the Board of Directors shall appoint an Election Committee of not less than three nor more than five persons to validate all ballots received by mail or hand delivery prior to the meeting at a time and date to be determined by the Board of Directors.

(4) After voting is completed, the votes shall be counted by three volunteer members under the supervision of the Community Association Manager or his/her representative.

(5) The President or his/her representative shall secure the ballots, announce the results to the membership and deliver the ballots to The Association Secretary for safekeeping.

(6) A tie vote shall be resolved by coin toss, under the supervision of the Community Association Manager or his/her representative.

4.(B) VACANCIES IN THE BOARD OF DIRECTORS

Vacancies in the Board of Directors shall be filled until the date of the next Annual Meeting by the remaining Directors, the successor Director to fill the vacated Directorship for the unexpired term thereof. If no successor Director can be appointed for lack of a person willing to serve, the remaining Board shall continue to serve the remainder of their terms.

4.(C) DIRECTORS MEETINGS

(1) The organization meeting of a newly elected Board of Directors shall be held within fourteen (14) days of their election, at such time, date, and place fixed by the Directors. The officers of The Association shall be elected by the Directors as stated in the Articles of Incorporation Amended and Restated November 1, 2002, Article VI.

(2) Regular meetings of the Board of Directors may be held at such time, date, and place as determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, telegram or electronic means at least two (2) days prior to the day named for such meeting, unless notice is waived.

(3) Emergency meetings of the Board of Directors may be called by the President, or Vice President in the absence of the President, or by any Director with the consent of a majority of the Board members. Notice of the date, time, and place of such meeting shall be as consented to by not less than a majority of the Board. It is the intent of this provision to permit the earliest possible action on emergency or other urgent matters.

BY-LAWS (Continued)

(4) Directors who are present may adjourn a meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(5) The presiding officer for Directors Meetings shall be the President, or the Vice President in the absence of the President, or in the absence of both the President and Vice President, the Directors present shall designate one of their number to preside.

(6) Notices to members of all Board meetings shall be posted in a conspicuous place in The Association clubhouse at least 48 hours in advance of a meeting, except for emergency meetings.

4.(D) DIRECTORS' POWERS AND DUTIES

(1) All the powers and duties of The Association shall be exercised by the Board of Directors, including those existing under Common Law, Florida statutes as amended from time to time, and the governing documents of The Association established in the Articles of Incorporation Amended and Restated November 1, 2002, Articles IV and XI.

(2) No Director shall participate in the selection of any supplier if said Director can derive any personal benefit from such contracts that is not available to all of The Association members.

(3) Any one or more of the members of the Board of Directors of The Association may be removed either with or without cause, at any time by a majority vote of the members entitled to cast at least 50% (fifty percent) of the votes of the entire membership at any Special Meeting called for such purpose.

(4) The Board of Directors, as they deem necessary, shall promulgate Administrative Rules, Regulations, and Procedures for matters not included in the governing documents established by Article III, paragraph (d) of the Articles of Incorporation Amended and Restated, November 1, 2002, as said documents are amended from time to time. Said Administrative Rules, Regulations, and Procedures shall be approved by a majority vote of the Board members and shall be binding on all persons mentioned in paragraph 1.(C) of these By-Laws.

(5) The Board of Directors, as they deem appropriate, may approve occupancy of a Living Unit by a person under age 35 for medical, handicap, or disability reasons, provided at least one person age 55 or older is a resident of the same Living Unit.

Before considering the granting of such approval, the Board shall require the person requesting the approval to submit to the Board a signed written statement, detailing the basis for the approval together with a written certification from a qualified licensed professional stating the medical, handicap, or disability condition of the person to whom the approval is to be granted.

BY-LAWS (Continued)

DR BOOK 1836 PAGE 2985

4.(E) BOARD NOMINEE'S CAMPAIGN MATTER

Election campaign printed matter shall be limited as follows:

(a) Outside displays of any kind are prohibited.

(b) Only one piece of printed matter not exceeding 8 1/2 inches by 11 inches may be posted in The Association clubhouse. This printed matter shall be limited to black and white printing on white paper and may contain a photograph of the nominee as part of the printing. The location of posting shall only be as designated by the Board of Directors.

(c) No posting earlier than 60 days prior to the election.

(d) Content of printed matter shall be limited to the nominee's personal data, experience, qualifications, reasons for wanting to serve, and goals for Palm Grove. Personal attacks on other nominees or Board members are prohibited.

5. OFFICERS

5.(A) The President shall be the chief executive officer of The Association. He or she shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of The Association.

5.(B) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.(C) The Secretary and/or an administrative assistant shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He or she shall have custody of the seal of The Association and affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of The Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Directors or the President. The Secretary may appoint a Recording Secretary for the actual taking of the minutes.

5.(D) The Treasurer shall have custody of all of the property of The Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls

BY-LAWS (Continued)

and accounts of the members; he or she shall keep the books of The Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer. The actual recording of financial transactions may be performed by the Community Association Manager or by the management company.

5.(E) The compensation of employees of The Association shall be fixed by the Directors. The Board of Directors shall not hire a Director or officer or member of The Association as an employee of The Association, nor contract with a Director or officer or member of The Association for the management of The Association.

5.(F) All officers shall serve at the pleasure of the Board of Directors and any officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors. The Board of Directors shall immediately elect a replacement for any officer removed from office or unable to serve.

6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

To be as stated in the Articles of Incorporation Amended and Restated November 1, 2002 Article XII.

7. FISCAL MANAGEMENT

The provisions for fiscal management of The Association set forth in the Declaration and the Articles of Incorporation Amended and Restated November 1, 2002 shall be supplemented by the following provisions:

7.(A) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid on the account and the balance due on assessments.

7.(B) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of The Association, including but not limited to the following: common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for the maintenance and operation of the common areas, landscaping, streets, office expense, management, utility services, casualty insurance, liability insurance, administration, reserves (for repairs and replacement); and costs of maintaining

BY-LAWS (Continued)

directly or indirectly, leaseholds, membership and other possessory use or fee ownership interests in lands or facilities to provide enjoyment, recreation, or other use or benefit to owners of Lots.

7.(C) The Board of Directors shall approve assessments against each member. Copies of the approved budget and assessments shall be available to each member 30 (thirty) days before the Annual Meeting of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to, at any time in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies, or order of law.

7.(D) The depository of The Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of The Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by two Directors.

8. AMENDMENTS TO BY-LAWS

8.(A) Amendments to these By-Laws shall be proposed and adopted in accordance with Article IX of the Articles of Incorporation Amended and Restated November 1, 2002.

8.(B) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or at least 25 (twenty five) percent of the entire membership, such proposed amendment or amendments shall be transmitted in writing to the President of The Association or other officer of The Association in the absence of the President, who shall thereupon call a Special joint meeting of the Board of Directors of The Association and the membership for a date not sooner than ten (10) days or later than ninety (90) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give written or printed notice of such meeting in the same form and in the same manner as notice of the Annual Meeting of the members as required by Article 3.(D) herein. The proposed amendment shall be included in the notice.

8.(C) All amendments to these By-Laws shall be transcribed, certified by the President and Secretary of The Association, and recorded with the St. Lucie County Clerk's office.

DR BOOK 1836 PAGE 2788

These Amended and Restated Bylaws were approved by a majority of the Board of Directors on September 17, 2003 and by a majority of the entire membership at a meeting held on October 28, 2003.

Witnesses:

Palm Grove Association, Inc.

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

By: Paul Bongo
Paul Bongo, President

Kelly M. Dunn
Printed Name #2: Kelly M. Dunn

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

By: Joan Beck
Joan Beck, Secretary

Kelly M. Dunn
Printed Name #2: Kelly M. Dunn

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me on 10/29, 2003, by Paul Bongo as President of Palm Grove Association, Inc., [] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me on 10/29, 2003, by Joan Beck as Secretary of Palm Grove Association, Inc., [] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde

RECORD & RETURN TO:
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

X



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

EXCLUSIVELY OLDER PERSONS COMMUNITY:

Palm Grove has been designated as a 55+ Community. Each home must be occupied by at least one person 55 years of age or older in order to qualify for residency in the Community. Further, any permanent resident must have obtained the age of 35 prior to residency in the Community. The Association reserves the right to allow a severely handicapped person who has not attained the age of 35 to reside with his/her parent(s). Visiting children (minors) are restricted from living in the Community for more than thirty (30) cumulative days per year.

SALE OR LEASING OF RESIDENCE:

To maintain our 55 + status and to make sure new unit owners understand the Rules and Regulations governing this Community, the homeowner must do the following when a prospect wishes to lease or buy their home.

1. Notify the Association Office at 5951 Travelers Way, (772) 461-6381. The Administrative Assistant will arrange a date and time convenient for a prospective lessee or buyer to meet with the Palm Grove Orientation Committee.
2. At that meeting the Orientation Committee will ask the prospect(s) for proof of age, driver's license, etc. They will review the Association Rules and Regulations, and Architectural Control Rules, and ask the prospect(s) to sign a form saying they agree to abide by them.
3. No lease of a Living Unit shall be less than four (4) months in duration, or longer than one (1) year. No owner is permitted to lease the Living Unit more than two (2) times in one (1) calendar year. All lessees must adhere to the governing documents of The Palm Grove Association and The Grove Community Association.
4. The unit owner is responsible to turn over all Association Documents to the buyer prior to closing.

Copies of the Association Documents may be purchased at the Association Office for a fee. When dealing with a Real Estate Agent, unit owners must advise him/her of the fact that Association Documents are available.

The Association will take whatever steps are necessary to enforce these rules.

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

COMMUNITY ROADS:

As this is a 55+ Community, safety on our community roads requires extra care and caution.

1. Unit owners and visitors must observe posted speed limits.
2. Unit owners and visitors must stop at stop signs.
3. Residents and guests operating golf carts on our roadways do so at their own risk and liability.
4. Walkers must always walk on the side of the road facing oncoming traffic.
5. Bicycle riders must ride on the side of the road in the same direction as the flow of traffic.
6. Only registered Motorcycles and any other two wheeled vehicles owned by residents are permitted on Community roads
7. After dusk, caution dictates the use of light colored clothing for walkers, and headlights and rear lights on bicycles and Golf Carts.
8. Do not place yard clippings or household trash for collection on the roadway.

VEHICLE REGISTRATION/IDENTIFICATION:

1. Each unit owner will be issued windshield identification stickers for each vehicle registered to that unit's owner. The Association office will issue these stickers when the unit produces a valid driver's license and a vehicle registration for each of the vehicles. The license and registrations will be photocopied and those copies filed in the Association records.
2. Term, dated for length of stay, visitor passes will be issued at the Association Office.

VEHICLE PARKING:

Parking of motor vehicles shall be on paved areas only. With the exception of temporary parking of trucks or similar commercial vehicles while performing work or repairs in the subdivision, only private passenger vehicles. (Cars, Passenger Vans and Sports Utility Vehicles) may be parked outside in the driveway or designated parking areas. Other

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

VEHICLE PARKING – Con't:

types of vehicles must be parked in the garage with the door closed. Repairs of motor vehicles shall only be performed in the garage.

1. The streets are not “designated parking areas”. There are no unpaved “designated parking areas”. Vehicles are not to be parked on any grass areas.
2. Recognizing the need for convenient parking while attending social gatherings at private residences, temporary (not overnight) street parking is permitted occasionally for “private passenger vehicles” when driveway space is not available.
3. The following vehicles are not “Private Passenger Vehicles” and are not to be parked in driveways or streets except for short periods of loading or unloading.
 - A. Pickup trucks, with or without covering or enclosures of the open bed. If a vehicle can be converted to an open bed, it cannot be approved.
 - B. Motor Homes, Camper Vehicles and Trailers of any type.
 - C. Vehicles with signs indicating a business or governmental activity, excluding law enforcement vehicles.
4. Vehicles other than “Private Passenger Vehicles” may be parked overnight outside at the West End of the Clubhouse Parking Lot adjacent to the shuffleboard courts.
5. The Clubhouse Parking Lot is for Short Term Parking Only. “Long Term” parking of any vehicle is prohibited. “Long Term” parking of a unit owner or visitor vehicle is considered as parking in excess of twenty-four (24) hours. Repeated overnight parking by residents on a continuing basis is also prohibited. Exceptions to this rule may apply to resident’s guests parking. Submit an Action Request form stating the length of time of the request. Unit owner’s guests should use the west end parking spaces facing the shuffleboard courts.
6. No vehicle shall be parked outside on blocks or similar devices.
7. No vehicle may be parked outside with a canvas or portable covering. If you have any questions concerning parking situations, complete an “Action Request Form” in the Association Office.

OR BOOK 1833 PAGE 2525

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

RECREATIONAL FACILITIES:

PERMITTED USE OF FACILITIES:

	RESIDENTS Includes Owners And Renters	GUESTS 18 AND OVER	GUESTS UNDER 18
Clubhouse	YES	YES	NO
Swimming Pool	YES	YES	7 AM - 2 PM
Tennis Court	YES	YES	NO
Shuffleboard	YES	YES	NO
Horseshoe Pits	YES	YES	NO
Bocce Courts	YES	YES	NO

POOL:

POOL HOURS: 7:00 AM to Dusk

POOL CAPACITY - Limit 50

GUESTS UNDER 18 YEARS OF AGE

- A. Must leave fenced pool area by 2:00 PM.
- B. No children under 2 years of age are allowed in pool.
- C. All children to be accompanied by a supervising resident when using the restrooms and in the pool fenced area.
- D. No running or jumping in the fenced pool area.

ALL RESIDENTS AND GUESTS

- E. No jumping or diving into the pool.
- F. All unaccompanied guests must have their resident host's ID Badge.
- G. Shower before entering pool.
- H. No food or drink within four (4) feet of pool.
- I. No glass within the fenced pool area.

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

POOL – ALL RESIDENTS AND GUESTS – Con't.

- J. No furniture within four (4) feet of pool.
- K. No footwear or any articles which present a safety hazard within four (4) feet of the pool.
- L. No animals within the fenced pool area.
(*Note* - H, I, J, K, L – Florida Law)

Unit owners are invited to use all recreational facilities with reasonable caution. Your own physical condition and level of skill may suggest prudence in your use or lack of use of a particular facility.

While using the recreational facilities, all unaccompanied guests must have their resident host's ID Badge. All rules posted in recreation areas must be adhered to and observed.

The Palm Grove Community Clubs – Social Club, Italian American Club, Women's Club and the Neighborhood Crime Watch, may reserve the Clubhouse with no deposit required. Individual unit owners and groups of owners are required to deposit one hundred dollars (\$100.00) with the Association. This deposit will be returned in full when it has been determined the Clubhouse is in the same condition as when reserved. Any claim against the deposit shall be so stated in writing.

IRRIGATION:

Lawn irrigation systems use non-potable water from the lakes within the subdivision and the Association owns the distribution mains, pumping stations, electric valves and main and satellite time clocks. To maximize efficiency and conservation, the sprinkler heads may cover more than one lot. Each owner shall not do anything to change the sprinkler coverage as originally designed and installed. Any changes or alterations to the configuration, as of April 22, 2003, of the Irrigation System are at the expense of the homeowner. Written approval of the Sprinkler Committee is required for changes to be made to the Irrigation System.

- 1. Water use may be restricted and regulated by the Association or governmental and regulatory authorities. All unit owners must abide by these restrictions and regulations.

PALM GROVE ASSOCIATION, INC.
RULES AND REGULATIONS

IRRIGATION – Con't:

2. The Association will maintain the complete sprinkler system, including the lines and sprinkler heads on individual lots. The unit owners must keep the sprinkler heads free of grass and weeds for satisfactory operation.
3. Watering of grass, shrubs, flower beds, etc., with potable water may only be done with a hand operated hose nozzle or a hand watering device. No open ended hoses, water seeping hoses, or lawn sprinklers of any type are allowed.
4. For special circumstances involving driveway painting or new lawn sodding, please contact the Sprinkler Committee through the use of an Action Request Form.

PET RESTRICTIONS:

1. The owner or resident of a Living Unit may have one cat and/or one dog (no more than 35 pounds) per Living Unit provided the pet is kept and walked in a manner as to not be a nuisance to any neighbor.
2. County Animal Control Law requires all pets to be leashed on a maximum six (6) foot leash.
3. There are no designated "pet walk areas" in our Community. Pets are to be walked only in the owner's yard or on Community streets. If walked on streets, owner must keep pet off other residents' yards and carry necessary equipment to pick up pet feces from street.

ASSOCIATION CONTRACTORS:

Unit Owners with complaints or suggestions for work done or being done by workers under contract to the Association must complete an Action Request Form concerning said complaints or suggestions. Unit Owners are not to deal directly with the workers.

NOISE ABATEMENT:

1. TV's, radios, stereos, etc., must be played at a moderate level.
2. Vehicles of unit owners and their guests to be mechanically maintained so as not to produce excessive noise while operating on Community roads.
3. Use of power tools out of doors prior to 8:00 AM and after sundown is prohibited.

REVISED

3-31-03

These Rules and Regulations Revised 3-31-03 were approved by a majority of the Board of Directors on March 31, 2003 and by a majority of the entire membership at a meeting held on April 22, 2003.

Witnesses:

Palm Grove Association, Inc.

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

By: Paul Bongo
Paul Bongo, President

Kelly M. Dean
Printed Name #2: Kelly M. Dean

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

Kelly M. Dean
Printed Name #2: Kelly M. Dean

By: Joan Beck
Joan Beck, Secretary

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me on 10/29, 2003, by Paul Bongo as President of Palm Grove Association, Inc., [☒] who is personally known to notary or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me on 10/29, 2003, by Joan Beck as Secretary of Palm Grove Association, Inc., [☒] who is personally known to notary or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde

RECORD & RETURN TO:
Cornett, Gooe & Associates, P.A.
P.O. Box 66
Stuart, FL 34995



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
ARCHITECTURAL CONTROL RULES

Effective as of Association Membership Approval

1. Painting

Repainting of homes requires the use of the original pastel colors. Color Charts are available in the Association Office. All trim and doors must remain white or the original color from builder.

2. Driveways

Driveways, painted or unpainted, must be maintained so as to make an attractive appearance from the street. Decorative driveway coatings/paintings must be approved by the Architectural Committee. Driveways may not be widened beyond their original size by the addition of cement, block, brick, or any solid substance. Barricading of the driveway is allowed only by installing white vinyl posts and white vinyl chain.

3. Roofs

Roofs must remain the same color and same type of shingles as installed by the builder. Homeowners are responsible to keep their roofs free of mildew to maintain the aesthetic appearance of the community.

4. House Number

House number must be attached to the house and be large enough and of such design so as to be readable from the street.

5. Structural Changes

No structural changes to the house or yard are to be made without the approval of the Architectural Committee, unless specifically stated herein. Action Request Forms may be obtained from the Association Office.

6. Rear Patio Slab, etc.

Rear patio slab added to existing patio porch, or lanai. This additional slab cannot extend more than ten (10) feet into the backyard and cannot be wider than the existing patio, porch, or lanai (and not more than 160 square feet). Should the added slab be placed over any sprinkler mains or electrical lines, telephone lines, etc., the contractor will, at homeowner's expense, remove, cut, destroy any portion of the slab necessary to make

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE CO
File Number: 2298925 OR BOOK 1833 PAGE 2519
Recorded: 10/31/03 15:49

RECORD & RETURN TO:

✓ Cornett, Googe & Associates, P.A.

✓ P.O. Box 66

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
ARCHITECTURAL CONTROL RULES

6. Rear Patio Slab, etc. – Con't.

repairs for these services. Additionally, no walls may be built on this slab, nor portable storage bins, sheds or boxes of any size or shape.

7. Planting/Plants

No planting or plant removal is allowed on the common grounds without the permission of the Architectural Control Committee and the Board of Directors.

8. Satellite Dishes and Antennas

Satellite dishes must be no larger than 39" in diameter. Homeowner must seek the approval of the Architectural Control Committee in finding the most practical but also the most inconspicuous location for the dish. Exterior antennas are not permitted.

9. Garbage/Trash

Garbage and trash, including yard clippings, must not be placed at the curb until the night prior to pickup. Overnight garbage must be placed in a solid closed container. Palm fronds, trees branches, etc. may not exceed 6 feet in length.

10. Personal Property

All garbage cans, trash containers, bicycles and other personal property, with the exception of patio furniture and grills, shall be stored in an area not visible from the street.

11. Signs

No sign of any type may be displayed in the yard. One "For Sale" sign not larger than 12 inches by 18 inches is permitted on the inside of one window of the house.

12. Hurricane

Homeowners absent for a 10 day or longer period during the period of time from June 1st through November 30th (hurricane season) must arrange for storage of yard decorations, grills, or any objects which could become windblown "missiles" during a storm.

13. Planting Guidelines

Since the Association contracts with a commercial lawn service, Homeowners must follow certain planting and bedding guidelines:

REVISED

3-31-03

PALM GROVE ASSOCIATION, INC.
ARCHITECTURAL CONTROL RULES

13. Planting Guidelines – Cont'd

- a) Every yard planting including trees, bushes, flowers, etc. must have a minimum 6 inch weed free bed around them. They must be a minimum of 5 feet apart. This will aid the mowing contractor from damaging your plantings.
- b) Residents whose yards border Sunshine Boulevard must keep any plantings or yard decorations a minimum of 5 feet from the fence. This will allow for the repair, power washing and painting of the fence.
- c) Hedges are to be no higher than 5 feet.

14. Maintenance

Each Homeowner is responsible to maintain their yard and home in an attractive manner 12 months a year.

The Association will take whatever steps are necessary to enforce these rules in accordance with governing documents.

HOME IMPROVEMENTS

Improvements Allowed at Homeowners Expense

1. Front Entry

Front entry on Units 1, 2, and 3 may have concrete installed in the grassy area on both sides of the walkway, extending no further than the front wall on either side of the house.

2. Screening

Screen door and/or front entry screening of Units 1, 2, and 3 – white only. Screening allowed in front entry are (under roof) in Limited Model 3A – white only. Screening allowed in front entry area (under roof as originally built) of Alec Chase Model – white only.

3. Gutters

Gutters (white aluminum) may be installed with appropriate downspouts and drainage. Drainage from the gutters must not add water to an area that cannot handle extra water. If this happens, underground piping must be installed, at the owner's expense, to carry the water away.

REVISED

3-31-03

**PALM GROVE ASSOCIATION, INC.
ARCHITECTURAL CONTROL RULES**

4. Enclosures

Enclosure of screened patio, porch, or lanai on Units 1, 2, 3, and 3A. Material used must be either white aluminum or stucco the same color of the house with white window frames and trim.

5. Flagpoles

Flagpoles may be installed under the following guidelines:

- a) Vertical pole may be placed within your property lines.
- b) The vertical pole to be a maximum height of 20 feet.
- c) Only the American Flag may be flown on a vertical pole and the maximum size of the flag is 3 feet by 5 feet.
- d) All rules of the Flag Code (Public Law 94-344) must be followed in the handling, care and displaying of the flag.

Improvements Not Allowed

1. Screening

Full opening screening may not be installed on the garage door opening. Screening may not cover more than one-quarter (1/4) of the garage door opening.

2. Air Conditioning Units

Exterior Wall and/or Window Air Conditioning Units.

In the case of any discussion on the issue of aesthetics, the decision of the Board will be Final.

REVISED

3-31-03

These Architectural Control Rules were approved by a majority of the Board of Directors on March 31, 2003 and by a majority of the entire membership at a meeting held on April 22, 2003.

Witnesses:

Palm Grove Association, Inc.

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

By: Paul Bongo
Paul Bongo, President

Ken M. Dunn
Printed Name #2: Ken M. Dunn

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde
Ken M. Dunn
Printed Name #2: Ken M. Dunn

By: Joan Beck
Joan Beck, Secretary

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF Miami

The foregoing instrument was acknowledged before me on 10/29, 2003, by Paul Bongo as President of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde

STATE OF FLORIDA
COUNTY OF Miami

The foregoing instrument was acknowledged before me on 10/29, 2003, by Joan Beck as Secretary of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public
Printed Name: Nancy T. Hodde



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIN INSURANCE, INC.



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

RECORD & RETURN TO:
mett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

REVISED

3-31-03

These Architectural Control Rules were approved by a majority of the Board of Directors on March 31, 2003 and by a majority of the entire membership at a meeting held on April 22, 2003.

Witnesses:

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

William M. Dunn
Printed Name #2: William M. Dunn

Nancy T. Hodde
Printed Name #1: Nancy T. Hodde

William M. Dunn
Printed Name #2: William M. Dunn

Palm Grove Association, Inc.

By: Paul Bongo
Paul Bongo, President

By: Joan Beck
Joan Beck, Secretary

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me on 10/24, 2003, by Paul Bongo as President of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public

Printed Name: Nancy T. Hodde

STATE OF FLORIDA
COUNTY OF Monroe

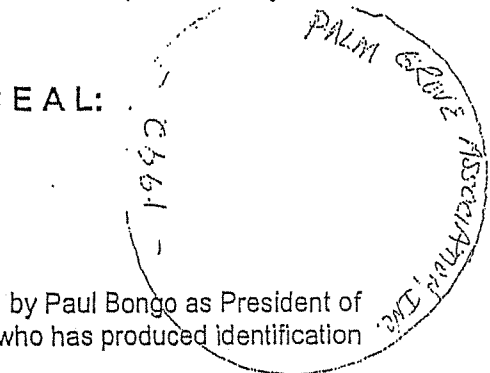
The foregoing instrument was acknowledged before me on 10/24, 2003, by Joan Beck as Secretary of Palm Grove Association, Inc., [☒] who is personally known to notary or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Nancy T. Hodde
Notary Public

Printed Name: Nancy T. Hodde

RECORD & RETURN TO:
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIR INSURANCE, INC.



Nancy T. Hodde
MY COMMISSION # DD210788 EXPIRES
July 8, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

UN BULK 1833 FHEB 2070