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FIRST AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR PINEAPPLE PLANTATION

JAMESR@PineappleMG.com

This instrument prepared by and
after recording should be returned to:

James Mancuso
James Mancuso & Associates, P.A.
555 Winderley Place, Suite 129
Maitland, Florida 32751

ORBK1 199 962 545

**FIRST AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR PINEAPPLE PLANTATION**

THIS FIRST AMENDMENT TO AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINEAPPLE PLANTATION (the "Declaration") is made and entered into this ___ day of _____, 1996 by Woodlands Building Company, a Florida corporation (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant recorded that certain Declaration Of Covenants, Conditions And Restrictions For Pineapple Plantation in Official Records Book 1165 Page 0068 through 0186, Public Records of Martin County, Florida (the "Original Declaration"), under the terms of which Declarant, subjected that certain property described in Exhibit "A", attached hereto and made a part hereof (the "Property"), to the covenants, conditions and restrictions set forth therein; and

WHEREAS, under Article XIII of the Original Declaration Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose; and

WHEREAS, Declarant desires to amend the Original Declaration as provide in this First Amendment To And Restatement Of Declaration of Covenants, Conditions, And Restrictions For Pineapple Plantation as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration in its entirety as hereinafter set forth, and the terms and conditions of this Declaration shall control and supersede those contained in the Original Declaration, and all of the Property, and any additional property as is hereinafter subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Review Board" shall mean and refer to the Architectural Review Board established pursuant to Article VIII of this Declaration.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit B.

Section 3. "Association" shall mean and refer to Pineapple Plantation Property Owners Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Pineapple Plantation Property Owners Association, Inc.

Section 5. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot are described as follows:

Areas designated Common Area of Pineapple Plantation Unit One, according to the Plat thereof, as recorded in Plat Book 14, Page 4 inclusive, Public Records of Martin County, Florida.

Section 7. "Common Expenses" shall mean and be defined as all costs and expenses incurred by the Association in the discharge and performance of the duties and obligations of the Association pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 8. "Declarant" shall mean and refer to Woodlands Building Company, a Florida corporation, and its successors and assigns. The Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 9. "Declaration" shall mean and refer to this First Amendment To and Restatement of Declaration of Covenants, Conditions, and Restrictions of Pineapple Plantation.

Section 10. "Governing Documents" shall mean and collectively refer to the Declaration and the Articles of Incorporation and Bylaws of the Association.

Section 11. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of the Common Area.

Section 13. "Master Association" shall mean and refer to the Florida not-for-profit corporation Declarant may establish to carry out the intent of the Master Declaration (as hereinafter defined). The relationship between the Association and the Master Association is more fully described in Article XIII of this Declaration.

Section 14. "Master Association Assessments" shall mean and refer to those charges made by the Master Association from time to time against the Property for the purposes set forth in the Master Declaration.

Section 15. "Master Declaration" shall mean and refer to the Master Covenants Declarant may record in the Official Record Book of the Public Records of Martin County, Florida and any amendment or supplement thereto (hereinafter the "Master Declaration").

Section 16. "Master Distribution System" shall mean that certain Reclaimed Water distribution system, including all necessary pumping and distribution facilities, including laterals which Declarant is obligated to construct pursuant to the Reclaimed Water Agreement.

Section 17. "Member" shall mean and refer to every person or entity who is an Owner, as hereinabove described, and in being such an Owner comprises the Membership of the Association.

Section 18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 20. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 21. "Reclaimed Water" shall mean the water which the Owner of any portion of the Property is obligated to accept under the Reclaimed Water Agreement.

Section 22. "Reclaimed Water Agreement" shall mean that certain agreement between Declarant and Martin County for the delivery and use of Reclaimed Water.

Section 23. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40E-1.606 and 40E-40, Florida Administrative Code and operated, maintained and managed in a manner consistent with any applicable South Florida Water Management District permit (the "Permit").

Section 24. "Undeveloped Parcel" shall mean and refer to that certain real property described on Exhibit "D" attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that the Developer may, in whole or in part, but is not obligated to, develop, improve and, by annexation, subject to this Declaration.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility, (if any), situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities, (if any), by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to mortgage the Common Area or dedicate (if agreed to by the public agency) or transfer all or part of the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. However, Declarant shall have the right to convey common area to a master homeowners association in accordance with Article XIV of this Declaration. No such mortgage, dedication, or transfer shall be effective, except to a homeowners association pursuant to Article XIV herein, unless an instrument agreeing to such mortgage, dedication, or transfer approved by two thirds (2/3) of each class of Members has been recorded. If the Association elects to mortgage the Surface Water or Stormwater Management System portion of the Common Area, the mortgage shall be subordinate to the South Florida Water Management District rights in the Surface Water or Stormwater Management System.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

Section 8. Owners' Easement. Each Owner shall have an easement for pedestrian ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support to his Lot. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than

one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier.

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or
- (b) the date exactly ten (10) years after the recording of this Declaration; or
- (c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION,
ADDITIONS TO THE PROPERTY, AND WITHDRAWAL OF PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, not now included within the Property to the Property, and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation Without Association Approval. The Declarant may from time to time within ten (10) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcel under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Federal Housing Administration and the Veterans Administration as long as the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general development plan heretofore approved by this Declaration. Nothing herein, however, shall prevent the Declarant from adding additional or other property to the Property under such common scheme.

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Martin County, Florida of an amendment or supplement hereto properly executed by the Declarant and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel.

Section 4. Additions or Modifications. Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcel, which is the subject of such amendments or supplements to the Declaration, and are not inconsistent with the scheme of this Declaration, as determined by the Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such Property and pertaining to all or part of such Undeveloped Parcel to the exclusion of other portions of the Property.

Section 5. Other Annexation of Property. Land, other than land annexed in accordance with section 3 of this Article, may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members of the Association and with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Martin County.

Section 6. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

Section 7. Amendment. As long as there is a Class B membership, the provisions of this Article cannot be amended without the written consent of the Declarant, and any amendment of this Article without the written consent of the Declarant shall be deemed null and void.

Section 8. Recordation. Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Official Records of Martin County, Florida, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

Section 9. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's rights or ability to merge with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association, except to a homeowners association pursuant to Article 14 herein, must be approved by two-thirds (2/3) of each class of members of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights and obligations shall by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

Section 10. Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property". In order to withdraw such portion of the Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of Martin County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the Declarant shall not withdraw land from this Declaration which Declarant has previously platted into single family Lots; however, Declarant may later plat the Withdrawn Property into single family lots without subjecting the Withdrawn Property to this Declaration. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration.

ARTICLE V FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specified in the Association Articles or Bylaws, the Association, or its management company if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- A. All maintenance of the Common Area, and all improvements and landscaping thereon, as and when deemed necessary by the Board.
- B. Payment of ad valorem and personal property taxes, if applicable, with respect to the Common Area.
- C. Operation of the Common Area in accordance with the Rules and other standards adopted by the Board from time to time.
- D. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Association Articles or Bylaws.
- E. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.
- F. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.
- G. Maintenance of Community Walls (as hereinafter defined) if any.
- H. Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.

Section 3. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

- A. Such other services as are authorized in the Association Articles or Bylaws.
- B. Cleanup, landscaping, maintenance, dredging, water treatment or other care of drainage swales, canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

Section 4. Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project. An easement is hereby created over the Common Area in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property, provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Property including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association.

Section 5. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

ARTICLE VI COMMUNITY WALLS

Section 1. Community Wall. The Declarant may construct community walls or fences within the Property ("Community Wall(s)"). A Community Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area or easement as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Community Walls. The Association shall be responsible for the maintenance of Community Walls.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System; and (6) assessments for the costs of maintenance and operation of the Mitigation and Conservation Areas (if any). All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Annual Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an Annual Assessment for Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Annual Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the following provisions:

Section 3.1. Initial Annual Assessment. The initial or first Annual Assessment for calendar year 1996 shall be Three Hundred Sixty Dollars (\$360.00) per Lot.

Section 3.2. Rate of Annual Assessment. Subsequent to calendar year 1996 the amount of the Annual Assessment for each calendar year shall be established and determined by the Board not later than thirty (30) days prior to the beginning of each calendar year. The Board shall establish the Annual Assessment for each calendar year based upon a pro forma operating statement or estimated budget for such calendar year which in turn shall be based, among other things, upon an estimate of the total Common Expenses likely to be incurred during such calendar year, taking into account the previous operating history of and any surplus funds (not including reserves) held by the Association. The Association shall, at least thirty (30) days prior to the establishment of the Annual Assessment for the next succeeding calendar year, provide to each Owner a copy of the pro forma operating statement or estimated budget to be used by the Association in the establishment of the Annual Assessment for the next succeeding calendar year. The total amount of the Common Expenses so estimated shall be divided by the total number of Lots within the Property in order to determine the amount of the Annual Assessment for each Lot for such calendar year.

Section 3.3. Notice of Annual Assessments. Not later than thirty (30) days prior to the beginning of each calendar year the Association shall provide written notice to each Owner of the amount of the Annual Assessment established, made, levied and imposed for the next succeeding calendar year and the dates upon which installments for the same shall become due and payable.

Section 3.4. Commencement of Annual Assessments. Unless otherwise determined by the Board of Directors of the Association, Annual Assessments shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by the Declarant to any third-party individual Owner.

Section 3.5. Payment of Assessments. Annual Assessments shall be due and payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Board of Directors of the Association, in its reasonable discretion. Such installments shall be due and payable without any further notice other than that notice specified in Section 3.3 above.

Section 3.6. Declarant Option. Notwithstanding anything set forth in this Declaration to the contrary, until such time as the Class B membership in the Association is converted to Class A membership as provided in this Declaration, the Declarant shall have the option of either: (a) paying the Annual Assessment with respect to each Lot owned by the Declarant from time to time, the same as any other Owner or (b) paying the difference between the actual Common Expenses incurred by the Association for a particular calendar year and the total amount of Annual Assessments levied by the Association against all Lots not owned by the Declarant during such year.

Section 3.7. Reserves. The Annual Assessments may include reasonable amounts as determined by the Board to be collected as reserves for such other purpose or purposes as shall be determined by the Board, in its sole discretion.

Section 4. Special Assessment if Insufficient Annual Assessments. The Association may levy a Special Assessment in the event that the Association shall determine during any calendar year that the Annual Assessment established for such calendar year is or will become inadequate or insufficient to meet all Common Expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Annual Assessment for such fiscal year, issue a supplemental estimate of Common Expenses to all members of the Association and within thirty (30) days thereafter establish, make, levy, impose, enforce and collect a Special Assessment to cover the deficiency for such calendar year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Community Walls,

including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Commencement Assessment. A Commencement Assessment of Two Hundred Dollars (\$200) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 7. Administrative Assessment. A one time Administrative Assessment of Twenty-Five Dollars (\$25) per Lot shall be paid by any successive purchaser, to the Association, of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment is designed to defray the costs of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of Governing Documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

Section 8. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee,

shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District; provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors (the "Architectural Review Board"). In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX **USE RESTRICTIONS**

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or

any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single-family dwelling and ancillary residential structures approved by the Board.

Section 3. Dwelling Size. Each single family residential dwelling constructed on a Lot shall have a minimum heated and cooled living area (exclusive of porches, garages, storage rooms and outbuildings) of one thousand two hundred (1,200) square feet.

Section 4. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 5. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property, except under the limited provisions set forth hereafter. Owners are discouraged from any outside drying or hanging of laundry on a Lot. If any Owner does proceed with outside drying or hanging of laundry, such activity shall be restricted to the rear yard of the Lot, which must be enclosed by wall or privacy fence. Further, such drying or hanging of laundry shall be fully concealed so as not to be visible from outside the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use.

Section 6. Antennas, Aerials, Satellite Dishes and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices larger

than 3' in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices no larger than 3' in diameter are permitted without Association approval if the devices are affixed to the rear portion of a house. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the house. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag.

Section 7. Games and Play Structures. All game and play structures, including but not limited to basketball backboards, shall be located at the side or rear of the improvement or at the rear of improvements located on corner Lots. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.

Section 8. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 9. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Architectural Review Board is obtained.

Section 10. Common Area. Nothing shall be stored, constructed within or removed from any Common Area other than by the Declarant, except with the prior written approval of the Board.

Section 11. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 12. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s), denoted on the Plat(s) of Pineapple Plantation in a manner consistent with the South Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall be required to assist in the monitoring and successful establishment of the Mitigation Areas, if any, to the extent that the activities of the Association do not conflict with the terms of the Permit, and as further defined below. Maintenance of the surface water or stormwater

management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the South Florida Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association and the South Florida Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association or the South Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Association, the South Florida Water Management District, Martin County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the Association, Martin County, and the South Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the South Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) The South Florida Water Management District and Martin County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/ Stormwater Management System.

(g) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Martin County or

the South Florida Water Management District will maintain as part of their governmental obligation, agreement with the Declarant, or as provided in any permits or ordinances.

Section 13. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 14. Signs. No signs, except a "for sale" sign not exceeding four square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 15. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors and the Architectural Review Board. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 16. Vehicles and Recreational Equipment. No commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer or van, or the like shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 19. Walls and Fences. No dog runs, animal pens, chain link fence, walls or fences of any kind shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 20. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a dwelling shall have a white, beige, or similar light coloring.

Section 21. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

Section 22. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Pineapple Plantation. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be paid for by the Owner as a Special Assessment as provided in Article VI. Failure of an Owner to notify any Person of the existence of the

covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 23. Other Restrictions Established by Architectural Review Board. The Architectural Review Board shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the Architectural Review Board. However, once the Architectural Review Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Review Board modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the Architectural Review Board.

Section 24. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Architectural Review Board.

(a) No activities constituting a nuisance shall be conducted upon any Common Area.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association.

(e) The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the Board may determine, not inconsistent with any provisions of this Declaration. The Board may obtain such other type of insurance as they deem advisable.

(f) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area shall require the approval of two-thirds (2/3) of each class of

Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 25. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Board, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Architectural Review Board shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 26. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

Section 27. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Article VIII by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine not to exceed One Hundred Dollars (\$100.00) per day may be imposed by the Declarant or Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of six percent (6%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 28. Architectural Review Board Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Review Board shall have the right and authority to waive such violation.

Section 29. Rights of Declarant. Notwithstanding anything in Article VIII to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in

any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X
ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-Monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Architectural Review Board, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) **Specific Performance.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief, and/or

(b) **Damages.** Commence an action to recover damages; and/or

(c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any sign, building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Architectural Review Board.

Section 2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Special Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association and collectible as any other Special Assessment under this Article or Article VII.

Section 3. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board which shall bear an interest rate of six percent (6%) per annum.

Section 4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Section 5. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7. Certificate as to Default. Upon request by any Member, or Owner, or mortgagee holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI INDEMNIFICATION

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to

indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

MASTER IRRIGATION SYSTEM

Section 1. Use of Reclaimed Water. Each Owner shall use the Reclaimed Water, if available, to the maximum extent, when Martin County makes the Reclaimed Water available.

Section 2. Individual Lot Spray System. Declarant or Owner shall install or cause to be installed on its Lot an underground spray irrigation system, connected to the Master Distribution System, capable of spraying the Reclaimed Water on 100% of the surface area of the Lot not occupied by a building. Each Owner shall install the underground spray irrigation system on its Lot no later than the time when Martin County makes the Reclaimed Water available to the Owner's Lot.

Section 3. Alternative Source of Irrigation. In the event the Reclaimed Water is not available, or is not available in sufficient quantities to provide for the irrigation needs of any portion of a Lot, the Owner shall have the right to use an alternative source of irrigation to supply such need, provided such alternative source complies with all applicable governmental laws, rules and regulations.

Section 4. Disclaimer. The Declarant hereby disclaims any responsibility for the failure of the County to furnish Reclaimed Water pursuant to any agreement with the Declarant, the Association, or any other party.

DECLARANT MAKES NO WARRANTY WITH RESPECT TO THE FURNISHING OF THE RECLAIMED WATER, ITS FITNESS FOR A PARTICULAR USE, OR FOR ANY OTHER PURPOSE.

ARTICLE XIII AMENDMENTS

Section 1. Amendment by Declarant. Subject to the provisions of Section 4 of this Article, until December 31, 2005 the terms and provisions of the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole, but reasonable discretion, and without requiring the joinder or consent of any person or party whomever, including the Association or any Owner or Owners.

Section 2. Amendment by Association. Subject to the provisions of Section 4 of this Article, the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than seventy-five percent (75%) of the total voting power of the members of the Association; provided, however, that until December 31, 2005 no such change, amendment or modification by the Association shall be effective without the Developer's express written joinder and consent.

Section 3. Effectiveness of Amendments. All changes, amendments or modifications of this Declaration shall be manifested in a written amending instrument duly executed by the Declarant or the Association, or both, as may from time to time be required pursuant to the provisions of this Article, and shall be duly recorded among the Official Records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of such recordation or such later date as may be specified in the amending instrument itself.

Section 4. Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and the Association to change, amend or modify the terms and provisions of and covenants, conditions, restrictions and easements and reservations set forth in this Declaration and any amendment hereof shall at all time be subject to and limited and restricted as follows, to wit:

Section 4.1. This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Area, and/or the obligation of the Association to establish, make, levy, enforce and collect Assessments for such purposes.

Section 4.2. This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dilution of the voting power of existing Members, or increase the Assessments of existing Owners, except as may be expressly provided for herein, or materially alter an Owner's right to the use and enjoyment of the Owner's Lot.

Section 4.3. This Declaration may not be changed, amended or modified in any fashion which would affect the Surface Water Management System, or its maintenance by the Association, without the prior written consent and approval of the South Florida Water Management District.

Section 5. Amendment to Comply with Governmental Authority. The Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veteran's Administration, South Florida Water Management District, or Federal National Mortgage Association.

The Declarant shall have the right at any time within ten (10) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

ARTICLE XIV CREATION OF MASTER ASSOCIATION

Section 1. Creation of a Master Association. The Declarant, or its successors or assigns, shall have the right, but not the obligation, to create a Master Association for the purpose of holding title to the common area within the Property and enforcing a Master Declaration. The Association shall have the right to convey or transfer portions of the Common Area to the Master Association so long as the Members shall have the right to use and enjoy the Common Area. Each Lot shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Master Declaration.

Section 2. Rights and Duties of the Association. The Association shall:

- (a) abide by the Master Declaration and the covenants set forth therein; and
- (b) perform such other duties as are prescribed by Master Declaration or Master Association articles of incorporation or bylaws.

Section 3. Membership in the Master Association. Each Owner shall be a Member of the Master Association.

ARTICLE XV GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owners' association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and in the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board of Directors of the Association; or any Officer of the Association, shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when

mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Martin County, Florida.

Section 11. FHAVA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration (the "FHA") or the Veterans Administration (the "VA"); annexation of additional properties, mergers and consolidations; dedication of Common Area; mortgaging of Common Area; and amendment of this Declaration. FHA or VA approval is also required for any amendments of the Association's Bylaws, the Articles of Incorporation or in the event of the Association's dissolution.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Terence P. Meloy
Witness

TERENCE P. MCARTHY
Print Name

Shannie Ammon
Witness

Shannie Ammon
Print Name

WOODLANDS BUILDING COMPANY, a
Florida corporation

By: Frank G. Gable
Print name: FRANK G. GABLE
Its: President
(address)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 8th day of October
1996, by FRANK GIACONE as President of Woodlands Building
Company, a Florida corporation. He is personally known to me

Terence P. McCarthy

Signature of Notary Public

TERENCE P. MCCARTHY

Print name of Notary Public

Notary Public State of Florida

My Commission Expires:



TERENCE P. MCCARTHY
COMMISSION # CC 348074
EXPIRES FEB 13, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

EXHIBIT "B"
Articles of Incorporation

State of Florida

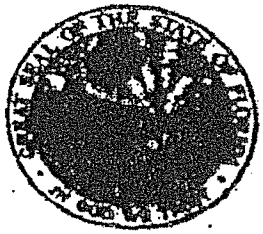


Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on October 2, 1995, as shown by the records of this office.

The document number of this corporation is N8500004701.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of October, 1995



CR2E022 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

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ARTICLES OF INCORPORATION

OF

PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

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I, the undersigned, do hereby execute these Articles of Incorporation for the purpose of forming and becoming a corporation not-for-profit under the Florida General Corporation Act, and do hereby certify that I have become such a corporation under and pursuant to the following Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation is hereinafter referred to as the "Association".

ARTICLE II.
DEFINITIONS

Each term used herein which is defined in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR PINEAPPLE PLANTATION recorded, or to be recorded, among the Public Records of Martin County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III
PURPOSES AND POWERS

The objects and purposes of the Association are to own, maintain and administer the recreation areas and other Common Areas within that certain residential community known as PINEAPPLE PLANTATION situate in Martin County, Florida, pursuant to and in accordance with the Declaration; to administer and enforce the covenants and restrictions created by the Declaration; to assess, levy, collect and disburse the assessments and charges, both base housing area and special, provided for in the Declaration; to promote the recreation, health, safety and welfare of the residents of the said community; and to perform and exercise all of the rights and duties of the Association under the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

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A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To operate and manage those properties conveyed to it or not conveyed but accepted for operation and maintenance for the common good of Members of the Association;

2. To make, establish and enforce rules and regulations regarding the use of property owned, operated or managed by it;

3. To carry out all the powers and duties vested in the Association pursuant to these Articles and the By-Laws of the Association and in the Declaration;

4. To do all things necessary to carry out the operation of the Association as a natural person might or could do and to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes;

5. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

6. To maintain, repair, replace and operate the Association Property and, if appropriate, maintain the exteriors of the residential Units in accordance with the provisions of the Declaration;

7. To enforce by legal means the obligations of the Members of the Association, the provisions of the Declaration and the provisions of any dedication or conveyance of the Association Property to the Association with respect to the use and maintenance thereof;

8. To contract for professional management with an individual, corporation, partnership or other entity and to delegate to such manager the powers and duties of the Corporation.

C. The Association is not authorized for profit, nor shall it have the power to issue certificates of stock or pay dividends, and no part of the net earnings of the Association shall be distributed, upon dissolution or otherwise, to any individual. The Association may pay compensation in reasonable amounts to its

Members, Directors or officers, for services, including pensions. No compensation shall be paid to Directors for their services as Directors; however, compensation may be paid to a Director in his or her capacity as an officer or employee or for services rendered to the Association outside of his or her duties as a Director. In such case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Board of Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Association.

D. All funds and title to all interests in property acquired by the Association, whether fee simple, leasehold, or otherwise, and the proceeds thereof shall be held in trust for Members of the Association.

E. The Association shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

ARTICLE IV MEMBERS AND VOTING RIGHTS

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment by the Association.

B. Voting Rights. The Association shall have two (2) classes of voting Membership:

Class A: Class A Members shall be all those owners as defined in Paragraph A with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot or Unit in which they hold the interests required for Membership by Paragraph A. If a Lot or Unit is owned by one person, his right to vote shall be established by the record title to his Lot or Unit. When more than one person holds such interest or interests in any Lot or Unit, the vote for such Lot or Unit shall be exercised only by that one Member as shall be designated in a certificate, executed by or on behalf of all record owners of such interest, filed with the Secretary of the Association. Such certificate shall be valid until revoked or superseded by a subsequent certificate or until there is a change in the ownership of the Lot or Unit concerned. If such a certificate is not on file, the votes of such owners shall not be considered in determining the requirement for a quorum nor for any other purposes.

All certificates must be received in the Office of the Association no later than ten (10) days prior to the Meeting. In no event shall more than one vote be cast with respect to any Lot or Unit.

Class B: The Class B Member shall be Woodlands Building Company, its successors and assigns (the "Developer"). The Class B Member shall be entitled to three (3) votes for each vote held by the total of all Class A Members. The Class B Membership shall cease upon the conveyance by the Developer of all of the Lots or Units to be located within Pineapple Plantation. The initial Board of Directors of the Association whose names appear in Article VI, Paragraph B of these Articles have been appointed by Woodlands Building Company. These Directors, or their replacements who may be appointed by these Directors only, shall serve as the Directors of the Association until the termination of the Class B Membership as indicated hereinabove. (The Board of Directors shall be increased in number in accordance with the By-Laws). Upon the termination of the Class B Membership, the entire Board of Directors of the Association shall thereafter be elected by the Class A Members of the Association.

The Association shall have the right to suspend any Member's right to vote for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

C. Meetings of Members. The By-Laws of the Association shall provide for annual meetings of Members, and may make provision for regular and special meetings of Members in addition to the annual meetings. The presence at any meeting of Members, in person or by proxy, of Members entitled to cast a majority of the votes shall constitute a quorum for the transaction of business.

ARTICLE V CORPORATE EXISTENCE

This corporation shall have perpetual existence.

ARTICLE VI DIRECTORS

A. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of as many persons as the Board of Directors shall from time to time determine but not less than two (2) nor more than five (5) persons.

as follows:

Frank Giacobbe
P.O. Box 3041
Stuart, Florida 34996

David Pomerance
2421 S.E. Bahia Way
Stuart, Florida 34998

Terence P. McCarthy
2081 E. Ocean Boulevard, 2-A
Stuart, Florida 34996

C. Election of Members of Board of Directors. At the annual meeting next succeeding the date upon which the Board of Directors appointed by the Developer resigns and the Developer appointed Directors choose not to appoint new Directors (as provided for hereinabove), Directors shall be elected by the Members of the Association as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of Directors. All Directors shall be Members of the Association except that such requirement shall not apply to the first Board of nor to Directors appointed or designated by the First Board of Directors.

D. Duration of Office. Except for the first Board of Directors and any successor Directors appointed by the First Board of Directors, the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

E. Vacancies. If a Director elected by the general Membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. The First Board of Directors shall have the unqualified right to designate a successor to fill the vacancy created if a Director appointed by the Developer shall resign or for any other reason cease to be a Director.

F. Address of Business. The principal place of business shall be 721 N.W. Sunset Drive, Stuart, Florida 34994.

ARTICLE VII OFFICERS

A. Officers. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the By-Laws of the Association.

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of the officers. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

C. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first election by the Class A Members, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Frank Giacobbe	P.O. Box 3041 Stuart, Florida 34995
Vice President	Frank Giacobbe	P.O. Box 3041 Stuart, Florida 34995
Secretary/ Treasurer	Frank Giacobbe	P.O. Box 3041 Stuart, Florida 34995

**ARTICLE VIII
BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

**ARTICLE IX
AMENDMENTS**

Amendments to these Articles of Incorporation shall require the approval of a majority of the Board of Directors only until such time as Woodlands Building Company has relinquished its control of the Board of Directors as provided herein, following which any amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of the Members of the Association who have the right to vote two-thirds (2/3) of all the votes of the entire Membership; provided, however, that (a) no amendment shall make any change in the qualifications for Membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the

Association, and (b) that these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration.

ARTICLE X
INDEMNIFICATION OF OFFICERS AND 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 such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a Director or officer at the time 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 duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled under statute or common law.

ARTICLE XI
TRANSACTIONS IN WHICH OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII
SUBSCRIBERS

The name and address of the subscriber to these Article of Incorporation is:

Name
Frank Giacobbe

Address
P. O. Box 3041
Stuart, Florida 34995

ARTICLE XIII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The initial registered office of the Association shall be 2081 E. Ocean Boulevard, 2-A, Stuart, Florida 34996, or such other place, within or without the State of Florida, as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is Terence P. McCarthy.

ARTICLE XIV
MISCELLANEOUS

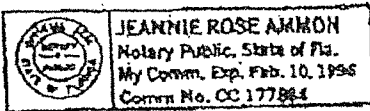
The Association will be assessed for any monitoring and maintenance of the wetlands, upland buffers and upland preserve areas as required by the Surface Water Management Permit. No amendment which affects the surface water management system, including preserved wetlands, upland buffers and upland preserves areas as identified in the Surface Water Management Permit within the Properties or maintenance thereof shall be effective without the prior written consent of the South Florida Water Management District.

24th IN WITNESS WHEREOF, the said subscriber has hereunto set his hand this *25* day of September, 1995.

Frank Giacobbe
FRANK GIACOBBE

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this *25th* day of September, 1995 by FRANK GIACOBBE. He is personally known to me or has produced _____ as identification.



Jeannie Rose Ammon
Notary Public
My commission expires:
My commission number:
Jeannie Rose Ammon
Printed Name

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

THAT PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN STUART, STATE OF
FLORIDA, HAS NAMED TERENCE P. McCARTHY, LOCATED AT 2081 E. Ocean
Boulevard, 2-A, Stuart, Florida, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN FLORIDA.

Frank Giacobbe
FRANK GIACOBBE, INCORPORATOR

DATED: 9/25/95

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND
COMPLETE PERFORMANCE OF MY DUTIES.

Terence P. McCarthy
TERENCE P. McCARTHY
RESIDENT AGENT

DATED: 9/26/95

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JANUARY 1995

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EXHIBIT "C"
By-Laws

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BY-LAWS
OF
PINEAPPLE PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Florida shall be located in Martin County. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lost Lake Golf Club (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Members or their alternates. Subsequent annual meetings shall be held during the first quarter of each calendar year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than Thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date

is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members of their alternatives representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 8, Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of one-third (~~1/3~~) of the Voting Members, which shall include Voting Members representing one-third (1/3) of all meetings of the Association. Any provision in the Declaration concerning quorum is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Voting Members entitled to vote with respect to the

subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. Subject to the provisions of Section 6 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when ninety-five (95%) percent of the Units permitted by the Master Land Use Plan for the Property described on Exhibit A of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale;

or

(b) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail,

return receipt requested, or by personal delivery at the address it has registered with, the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Section 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors, such committee, the Association, or any individual member of the Association, if Board, committee or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or countering on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 6 below. The initial Board shall consist of three (3) members as identified in the Article of the incorporation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association, with no more than one (1) representative from such Voting Group (provided there are at least three (3) Voting Groups). The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The

Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, and for the director(s) to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own twenty-five (25%) percent of the Units permitted by the Master Development Plan for the property described in Exhibit "A" or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class "B" Member. The director elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of an event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely, for purposes of development and sale, own fifty (50%) percent of the Units permitted by the Master Development Plan for the property described in Exhibit "A", or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting for the membership after the termination of the Class "B" Control Period, the directors shall be selected as follows: five (5) directors shall be elected by the Voting Members representing both Class "A" and Class "B" Members, with an equal number of directors elected from each Voting Group and any remaining directorships filled at large by the vote of all Voting Members. Three (3) directors shall be

elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. In addition, so long as the Declarant owns any portion of the Properties primarily for development and/or resale, it shall be entitled to appoint an additional director to the Board of Directors, who shall serve at the pleasure of the Declarant. At the expiration of the initial term of office of each elected member of the Board of Directors, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two years.

Each Voting Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. The Voting Member representing the Golf Club shall be entitled to vote only for at-large directors, if any. There shall be no cumulative voting. The directors elected by the Voting Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the director's present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but commencing with termination of the Class "B" Control Period, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than (30) day from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a Majority of the total Class "A" vote of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Housing Area Expenses;

(b) Making assessments to defray the Common Expenses and Housing Area Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each calendar quarter for said quarter;

(c) providing for the operation, care, upkeep, and maintenance of all the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the director's best business judgement, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and other expenses incurred;
- (m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development of operation of the Properties.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and

(i) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise.

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (A quarterly installment of the annual assessment shall be considered to be delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report shall include certified financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Housing Area and other owners or residents associations, both within and outside the Properties. Such agreements shall require the consent of a majority of all directors of the Association.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property to the violating Owner, to suspend an Owner's right to vote or to use the Common Area, and to exclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the Properties for violation of any duty imposed under the Declaration, these By-Laws, any rules and regulations duly adopted hereunder, or any of the design and development guidelines and procedures adopted pursuant to Article XI of the Declaration; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the

Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, on Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent

permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors at the first meeting of the Board of Directors following each meeting of the Voting Members, as herein set forth in Article III. A vacancy in any other office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article v
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

Section 3. Housing Area Committees. In addition to any other committees appointed as provided above, there shall be a Housing Area Committee for each Housing Area which has no formal organizational structure of association. Such Housing Area Committees shall consist of three (3) members; provided, however, by vote of at least fifty-one (51%) percent of the Owners within the Housing Area this number may be increased to five (5).

The members of each Housing Area Committee shall be elected by the vote of Owners of Units within that Housing Area at an annual meeting of such Owners. The first annual meeting of each Housing Area shall be called within sixty (60) days after conveyance of fifty-one (51%) percent of the Units in the Housing Area to Persons other than a builder or developer. The Owners of Units within the Housing Area holding at least one-third (1/3) of the total votes of Units in the Housing Area represented in person or by proxy, shall constitute a quorum at any meeting of the Housing Area. The Owners of Units within a Housing Area shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Housing Area shall be an ex officio member of the Committee. It shall be the responsibility of the Committee to determine the nature and extent of services, if any, to be provided to the Housing Area by the Association in accordance to those provided to all Members of the Association in accordance with the Declaration. A Housing Area Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each Housing Area Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Section 8, 9, 10, 11, 12, 13, 14, 15, and 16, of these By-Laws; provided, however, the term "Voting Member" shall refer to the Owners of Units within the Housing Area. Each Housing Area Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Voting Member from that Housing Area.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-laws, all notices, demands, bills, statements, or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

Section 6. Amendment. Until termination of the Class "B" Control Period, Declarant may unilaterally amend these By-laws. After such termination, the Declarant may unilaterally amend these By-laws at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibit "A" to the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, these By-laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Voting Members representing

**OF THE BY-LAWS OF PINEAPPLE PLANTATION PROPERTY
OWNERS ASSOCIATION, INC**

(Typed from the "Best Copy Available" file copy)

Sixty-seven (67%) percent of the total votes in the association, including sixty-seven (67%) percent of the votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists.

However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Martin County, Florida.

No Amendment may remove, revoke, or modify the right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation;

That the foregoing By-laws constitute the original By-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 25 day of SEPTEMBER, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 25 day of SEPTEMBER, 1995.

[SEAL]

/s/ Frank J. Geller
Secretary