

**CERTIFICATE OF AMENDMENTS
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., amended at OR Book 2520, Page 2946, et. seq., OR Book 2626, Page 375, et. seq., and OR Book 3219, Page 1771, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on October 27, 2021.

1. Sections 6.3.2, 6.3.3, and 6.6(a) are hereby amended as follows:

6.3.2 Allocable and Discrete Common Expenses. The Common Expenses of the Master Association shall be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without limitation on the foregoing, the Board of Directors may determine in its sole discretion that certain Common Expenses exclusively and directly benefit some but not all of the Members ("Discrete Common Expenses") in which event the Board of Directors may ratably allocate those Discrete Common Expenses only among those Members that the Board of Directors determines are benefited thereby. The Board of Directors may determine in its sole discretion that other Common Expenses (e.g. mowing of the rights-of-way on Martin Downs Boulevard, Matheson Avenue and High Meadow Avenue, administration expenses of the Master Association, and maintenance of the master drainage system in Martin Downs) benefit all of the Members and do



not exclusively and directly benefit only one or a few Members ("Allocable Common Expenses"). These Allocable Common Expenses shall be ratably assessed to all Members, subject to the limitations set forth herein and in Section 6.3.3. The Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of Property from all Common Expenses (e.g. portions of the Property owned by religious organizations and used primarily for religious purposes), and the Board of Directors shall have the authority, in their sole discretion, to exclude certain portions of the Property from certain Common Expenses (e.g. a portion of the Property that does not directly benefit from and/or is not connected in any manner to the master drainage system for Martin Downs may be excluded from Allocable Common Expenses related to the master drainage system). After the Board of Directors determines which Members will be responsible for a particular Common Expense (either Discrete Common Expenses or Allocable Common Expenses), the Board of Directors shall then determine the total number of Residential Parcels ("Pool") that will pay that particular Common Expense. The Pool shall be determined by adding the number of Residential Parcels that are controlled by each Member Association that the Board of Directors determines are benefited by that Common Expense, to the number of Residential Parcels that have been allocated or assigned to each Institutional Parcel, Club Facilities, or Monarch Club Facilities that the Board of Directors determines is also benefited by that Common Expense. The Board of Directors shall then allocate that Common Expense ratably among each of the benefited Members. The portion of that Common Expense allocated to each benefited Member Association shall be based upon a fraction the denominator of which shall be number of Residential Parcels in the Pool and the numerator of which shall be the number of Residential Parcels controlled by that Member Association. The portion of that Common Expense allocated to each benefited Institutional Parcel, Club Facilities, Monarch Club Facilities shall also be based on a fraction the denominator of which shall be the number of Residential Parcels in the Pool and the numerator of which shall be the number or Residential Parcels assigned or allocated to each such benefited portion of the Property.

6.3.3 Limitation on Assessments. Notwithstanding anything to the contrary in Sections 6.3.1 and 6.3.2, the following limitations shall take precedence over such provisions. Residential Parcels, Institutional Parcels, the Club Facilities, the Monarch Club Facilities shall be assessed in accordance with the following limitations:

(a) Residential Parcels. The Property described as Parcel 25 on Exhibit "A" attached hereto shall not pay any Assessments and shall

not receive any services from the Master Association. The Property described as Parcel 39 on Exhibit "A" attached hereto shall not receive security services, and therefore shall not pay any Allocable Common Expenses for security. The Property described as Parcel 39 on Exhibit "A" attached hereto also shall not be connected to the master drainage system for Martin Downs and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(b) Institutional Parcels. Unless the Board of Directors hereafter agrees to provide security services to an Institutional Parcel, no Institutional Parcel shall receive security services from the Master Association, and therefore Institutional Parcels shall not pay allocable Common Expenses for security. If an Institutional Parcel hereafter receives security services from the Master Association, then it shall be ratably assessed for security services as part of its Allocable Common Expenses now or hereafter assigned to that particular Institutional Parcel. The Property described as Parcel 36 and Parcel 40 on Exhibit "A" attached hereto shall receive no services from the Master Association and shall pay no Assessments during such period of time that those Parcels are not subject to ad valorem taxes. The Property described as Parcel 42 on Exhibit "A" attached hereto shall not receive services from the Master Association and shall not pay any Assessments. The Property described as Parcel 33 on Exhibit "A" attached hereto shall not be connected to the master drainage system for Martin Downs, and therefore it shall not pay Allocable Common Expenses for maintenance of the master drainage system in Martin Downs.

(c) Club Facilities and Monarch Club Facilities. The Club Facilities and Monarch Club Facilities shall each be assessed for those Discrete Common Expenses that the Board of Directors determines benefit those properties. In addition, the Club Facilities and Monarch Club Facilities shall each be assessed for all Allocable Common Expenses. The Club Facilities shall be assigned seventy-five (75) Residential Parcels and the Monarch Club Facilities shall be assigned sixty (60) Residential Parcels, as their respective share of the Allocable Common Expenses.

6.6 Individual Assessments. The Master Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel, Club Owner or Monarch Owner, for the cost of maintenance, repairs and replacements within or without the Parcel, Club Facilities or Monarch Club Facilities as the case may be, which the Owner thereof, Club Owner or Monarch Owner has failed or refused to perform, and

which failure or refusal has, in the opinion of the Master Association, endangered or impaired the use or value of other portions of the Property. The Master Association shall have a right of entry onto each Parcel, Club Facility or Monarch Club Facilities, to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Master Association shall determine.

(a) Fines. The Master Association may levy reasonable fines against a particular Parcel for any violations by Owners or by Owners' family members, lessees, guests, licensees, invitees, employees or agents of the provisions contained in this Declaration, the Bylaws, the Articles of Incorporation, the declaration of covenants and restrictions or declaration of condominium for the Development(s), the bylaws for the Association(s), the articles of incorporation for the Association(s) and the Rules and Regulations and Traffic Regulations promulgated by the Master Association or Association(s) from time to time. A fine may not exceed \$250 per violation and the fine for a continuing violation may not exceed \$5,000 in the aggregate. A fine of \$1,000 or more may become a lien against the Parcel and enforceable in the same manner as liens for unpaid Assessments. Fines shall be levied in accordance with Florida Statute 720.305 (2021) as amended from time to time.

(The balance of Article 6 remains unchanged.)

2. Article 10 is hereby amended as follows:

ARTICLE 10 **INSURANCE**

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Master Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

Each Member of the Master Association shall obtain and maintain comprehensive general liability insurance covering the Member's property and insuring the Member for all damage or injury caused by the negligence of the Member or any of its agents. The Master Association shall be named as an additional insured on all general liability policies. A certificate confirming general liability coverage and naming the Master Association as an additional insured shall be provided annually to the Master Association.

(The balance of Article 10 remains unchanged.)

3. Article 14 is hereby amended as follows:

ARTICLE 14
SECURITY SERVICES

In order to protect the Property and to provide it with security, the Developer established security services providing for restricted access to certain portions of the Property. The cost associated with providing the restricted access security services to the Property shall be charged to Members in accordance with Article 6 above. The Master Association shall provide restricted access security services to the Property in the same manner established by the Developer when each Parcel was submitted to the terms and conditions of the Declaration.

(The balance of Article 14 remains unchanged.)

4. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs were adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on October 27, 2021.

5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

6. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 2nd day of November 2021.

WITNESSES AS TO PRESIDENT:

**MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.**

Kyle A. Hughes
Printed Name: Kyle A. Hughes

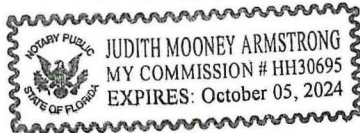
Adi Hoff
Printed Name: Adi Hoff

By: Timothy L. Graham
Timothy L. Graham President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Timothy Graham as President of Martin Downs Property Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced _____ as identification on November 02, 2021.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024

WITNESSES AS TO SECRETARY:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Deborah C. Allen
Printed Name: DEBORAH C. ALLEN

By: Frank P. Trapani
FRANK P. TRAPANI Secretary

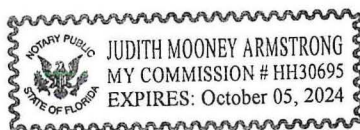
Kyle A. Hughes
Printed Name: Kyle A. Hughes

**CORPORATE
SEAL**

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Frank Trapani, as Secretary of Martin Downs Property Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced _____ as identification on October 29, 2021.

Notarial Seal



Judith Mooney Armstrong
Notary Public
Print Name: Judith Mooney Armstrong
My Commission Expires: 10/05/2024



**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., amended at OR Book 2520, Page 2946, et. seq. and amended at OR Book 2626, Page 375, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership, which vote is sufficient for approval, at the Members' Meeting held on April 28, 2021.

1. The Parcel 16 section of Exhibit "A" is hereby amended as follows:

Parcel 16. Village Club and Crane Creek Golf Course Starting Facility.
Submitted in Sixteenth Amendment.

VILLAGE CLUB

All of the Plat of Crane Creek Racquet Club – Phase 1, according to the Plat thereof as recorded in Plat Book 10, Page 24, public records of Martin County, Florida.

LESS AND EXCEPT the following described parcel:

A parcel of land lying in Section 12, Township 38 South, Range 40 East Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the S.W. corner of said Section 12, thence N 0°29' 53"E, a distance of 733.05 feet; thence S 89° 30' 07"E, a distance of 934.03 feet to a point on the Easterly right-of-way of Racquet Club Drive, a 50.0 feet right-of-way said POINT also being the POINT OF BEGINNING, thence 32° 43' 20" E, a distance of 30.00 feet; thence N 57° 16' 40" W, a distance of 30.00 feet; thence S 32° 43' 20" W, a distance of 30.00 feet to a point of the Easterly right-of-way of said Racquet Club Drive; thence Southeasterly along said right-of-way to the POINT OF BEGINNING.

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North 16° 07' 58" West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North 16° 07' 58" West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North 67° 06' 40" East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South 50° 25' 22" East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South 56° 32' 48" East, a distance of 134.24 feet; Thence

South 62° 59' 14" East, a distance of 114.49 feet; Thence

South 15° 56' 43" East, a distance of 385.85 feet; Thence
South 44° 54' 13" West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South 31° 31' 26" West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

Along with Parcel 4 above, this parcel shall have a total of 75 votes/assessed for a total of 75 Residential Parcels. The above described Village Club property shall be allocated 3 of the 75 votes and assessed for 3 Residential Parcels. Parcel 4 above shall be allocated 40 of the 75 votes and assessed for 40 Residential Parcels. Crane Creek Starting Facility described above shall be allocated 32 of the 75 votes and assessed for 32 Residential Parcels.

(The balance of Declaration and Exhibits remain unchanged.)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 28, 2021.

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

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 28th day of April 2021.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Jody Armstrong
Printed Name: Jody Armstrong
Elizabeth Bonan
Printed Name: ELIZABETH BONAN

By: Timothy T. Graham
Timothy T. Graham President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Timothy Graham, as President of Martin Downs Property Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced _____ as identification on April 28, 2021.



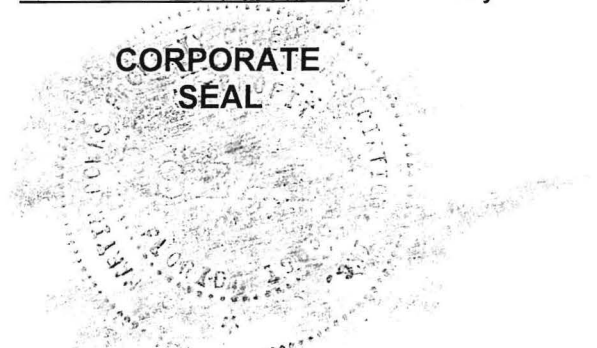
Elizabeth Bonan
Notary Public
Print Name: ELIZABETH BONAN
My Commission Expires: 11/15/23

WITNESSES AS TO SECRETARY:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Jody Armstrong
Printed Name: Jody Armstrong
Elizabeth Bonan
Printed Name: ELIZABETH BONAN

By: Frank T. Tapani
FRANK TAPANI, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Frank T. J. [unclear], as Secretary of Martin Downs Property Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced _____ as identification on _____, 2021.

Notarial Seal



[Signature]
Notary Public
Print Name: ELIZABETH BONAN
My Commission Expires: 11/15/23

**JOINDER AND CONSENT TO AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The undersigned, Palm City Golf, LLC, is the record title holder of the following described property:

Portion of Parcel 16:

CRANE CREEK GOLF COURSE STARTING FACILITY

A parcel of land situate in Section 11, Township 38 South, Range 40 East, Martin County, Florida. More particularly described as follows:

Commence at the point of intersection of the Easterly line of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE II, as recorded in Plat Book 7, Page 28, Public Records of said Martin County, with the Northerly right of way line of S.W. Crane Creek Avenue as shown on said plat; Thence

North 16° 07' 58" West, along said Easterly line, a distance of 10.62 feet to a point on the Westerly prolongation of the Southerly line of Parcel 1 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE I, recorded in Plat Book 7, Page 22, of said Public Records and the POINT OF BEGINNING; Thence

North 16° 07' 58" West, continuing along said Easterly line, a distance of 473.03 feet; Thence

North 67° 06' 40" East, a distance of 440.24 feet to a point on the Southwesterly line of Lot 7 of the PLAT OF CRANE CREEK COUNTRY CLUB, PHASE III, recorded in Plat Book 7, Page 74, of said Public Records; Thence

South 50° 25' 22" East, along a portion of the Southwesterly line of said PHASE III PLAT, a distance of 194.60 feet; Thence

South 56° 32' 48" East, a distance of 134.24 feet; Thence

South 62° 59' 14" East, a distance of 114.49 feet; Thence

South 15° 56' 43" East, a distance of 385.85 feet; Thence
South 44° 54' 13" West, a distance of 128.90 feet to a point on a non-tangent curve from which the radius point bears South 31° 31' 26" West, a distance of 390.00 feet; Thence

Northwesterly, along the arc of said curve, a distance of 190.02 feet, through a central angle of 27° 54' 57", said curve being on the Southerly line of said Parcel I, Phase I; Thence

North 86° 23' 31" West, continuing along said Southerly line, a distance of 474.71 feet to the POINT OF BEGINNING.

Containing 9.336 acres more or less.

Bearing based on said CRANE CREEK COUNTRY CLUB PHASE III.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

MARTIN DOWNS LIFT STATION "G"

A parcel of land lying in Section 11, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 11; thence N 8° 13' 01"W, along the East line of said Section 11, a distance of 2,101.46 feet; thence S 89° 46' 59"W, a distance of 1101.88 feet to the POINT OF BEGINNING; thence N 0° 13' 01"W, a distance of 30.00 feet; thence S 89° 46' 59"W, a distance of 30.00 feet; thence S 0° 13' 01"E, a distance of 30.00 feet; thence N 89° 46' 57"E, a distance of 30.00 feet to the POINT OF BEGINNING.

By the signature below, the undersigned agrees and consents, for itself, grantees, successors and assigns, to the foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs.

Dated April 21, 2021

WITNESSES:

Printed Name: LAURIE RUSK SEWELL

Printed Name: VANCE C. STANISBURG

Palm City Golf, LLC

By: BRIAN WENRICK

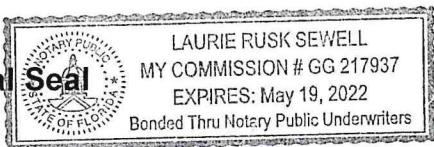
Its: MANAGER

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged/sworn/subscribed before me this 21st day of APRIL, 2021, by BRIAN WENRICK, the MANAGER of Palm City Golf, LLC, ☒ who appeared in person or ☐ by online notarization, and who ☒ is personally known to me or ☐ has produced a driver's license as identification.

Notarial Seal



Notary Public

**JOINDER AND CONSENT TO AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The undersigned, Greenwood Investment Group, LLC, is the record title holder of the following described property:

Parcel 4:

All of Martin Downs Country Club, Plat No. 10 ("Plat No. 10") according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 9, Page 63.

By the signature below, the undersigned agrees and consents, for itself, grantees, successors and assigns, to the foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs.

Dated April 21, 2021

WITNESSES:


Printed Name: LAURIE RUSK SEWELL


Printed Name: VANCE STRANBURG


Greenwood Investment Group, LLC

By: BRIAN WENRICK
Its: MANAGER

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged/sworn/subscribed before me this 21st day of APRIL, 2021, by BRIAN WENRICK, the MANAGER of Greenwood Investment Group, LLC, ☒ who appeared in person or ☐ by online notarization, and who ☒ is personally known to me or ☐ has produced a driver's license as identification.

Notarial Seal




Notary Public

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR MARTIN DOWNS**

The Declaration of Covenants and Restrictions for Martin Downs has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 787, et. seq. and has been amended at the following Official Records Books and Pages: 573/420, 573/423, 598/941, 598/981, 598/984, 598/987, 598/990, 599/543, 624/2533, 640/1829, 632/2251, 632/2255, 637/1307, 651/379, 653/2121, 664/718, 701/2427, 717/2500, 688/138, 696/2559, 694/1250, 696/2565, 696/2546, 697/882, 699/2647, 701/280, 702/1924, 715/151, 717/2507, 718/2586, 717/398, 724/805, 740/572, 740/575, 741/695, 743/2393, 747/609, 746/1160, 753/2308, 751/801, 751/768, 761/220, 762/599, 762/1161, 765/406, 772/938, 776/195, 786/1890, 790/285, 823/1298, 802/2704, 795/463, 798/2272, 802/2468, 802/2472, 811/2358, 820/1452, 824/739, 837/2625, 846/1843, 895/2328, 934/1053, 961/85, 970/2536, 989/160, 1058/1236, 1112/2211, 1109/2541, 1118/1839, 1124/470, 1126/783, 1201/1263, 1249/604, 1269/1970, 1281/1547, 1281/1553, 1303/1377, 1307/86, 1423/1755, 1722/1080, 1749/2550, 1805/2188, 1785/599, 2089/1671, 2129/330 and amended and restated at OR Book 2331, Page 2421, et. seq., and further amended at OR Book 2520, Page 2946, et. seq.

The same Amended and Restated Declaration of Covenants and Restrictions for Martin Downs is hereby amended as approved by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on November 28, 2012.

1. Article 10 is amended to read as follows:

**ARTICLE 10
INSURANCE**

The Master Association is hereby authorized to purchase insurance, other than title insurance, on the Common Property and the Master Association Property, in such amounts and with such companies as the Board of Directors shall deem appropriate.

Each Member of the Master Association shall obtain and maintain comprehensive general liability and property damage insurance covering the Member's property and insuring the Member for all damage or injury caused by the negligence of the Member or any of its agents. The Master Association shall be named as an additional insured on all such policies. A certificate confirming coverage and naming the Master

Association as an additional insured shall be provided annually to the Master Association.

(The balance of Declaration remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on November 28, 2012.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 1st day of January, 2013.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.

[Signature]
Printed Name: Henry Rivera

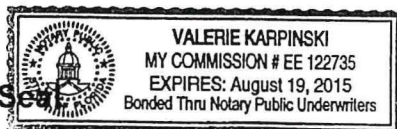
[Signature]
Printed Name: Kyle A Hughes

By: [Signature]
Dennis M. Rohan, President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on December 3, 2012, by Dennis M. Rohan, as President of Martin Downs Property Owners Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal



[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

Henry Rivera
Printed Name: Henry Rivera

Kyle A. Hughes
Printed Name: Kyle A. Hughes

STATE OF FLORIDA
COUNTY OF MARTIN

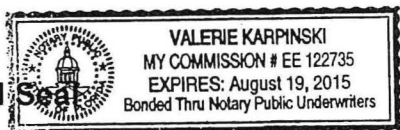
MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.

By: Robert Graves
ROBERT GRAVES, Secretary

CORPORATE
SEAL

The foregoing instrument was acknowledge before me on January 14, 2012³,
by Robert Graves, as Secretary of Martin Downs Property Owners
Association, Inc. [☒] who is personally known to me, or [☐] who has produced
identification [Type of Identification: _____].

Notarial Seal



Valerie Karpinski
Notary Public

The right of the Master Association to post motor vehicle speed limits, to promulgate traffic regulations for use of the Streets and to establish enforcement mechanisms for violation of the traffic regulations in relation to any Streets which have been dedicated to any Association on any plat of the Property or conveyed to any Association by deed or other instrument shall be assigned to the Association which has been dedicated or conveyed the Street. This assignment may be revoked at any time, as to a particular Association or Street or to all Association's and all Streets so assigned, upon resolution of the Board of Directors and written notice to the particular Association or Associations.

(The balance of Section 4.5 remains unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs was adopted by at least fifty-one percent (51%) of the votes of the Membership which vote is sufficient for approval at the Members' Meeting held on April 27, 2011.

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

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Martin Downs are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 25th day of May, 2011.

WITNESSES AS TO PRESIDENT:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Henry Rivera
Printed Name: HENRY RIVERA

By: Dennis M. Rohan, President

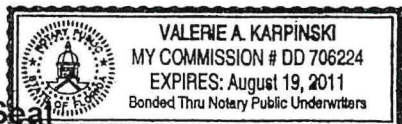
Valerie Karpinski
Printed Name: VALERIE KARPINSKI

STATE OF FLORIDA

COUNTY OF MARTIN


The foregoing instrument was acknowledge before me on May 25, 2011, by Dennis M. Rohan, as President of Martin Downs Property Owners Association, Inc. ☒ who is personally known to me, ~~or~~ ☐ who has produced identification [Type of Identification: _____].

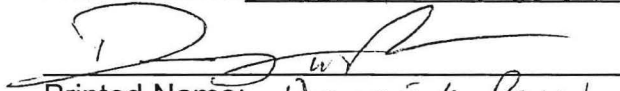
Notarial Seal



Valerie Karpinski
Notary Public

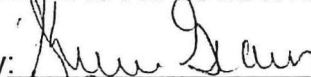
WITNESSES AS TO SECRETARY:


Printed Name: Todd N. Rosenkrans

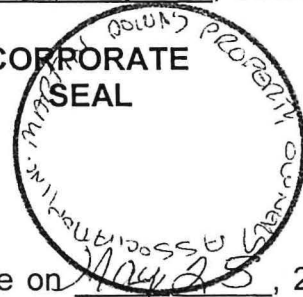

Printed Name: Dennis M. Renas

STATE OF FLORIDA
COUNTY OF MARTIN

MARTIN DOWNS PROPERTY
OWNERS ASSOCIATION, INC.

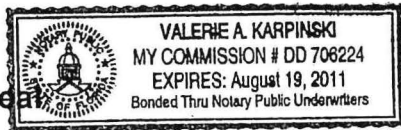
By: 
ROBERT GRAVES, Secretary

CORPORATE
SEAL



The foregoing instrument was acknowledge before me on May 25, 2011,
by Robert Graves, as Secretary of Martin Downs Property Owners
Association, Inc. [☒] who is personally known to me, or [☐] who has produced
identification [Type of Identification: _____].

Notarial Seal




Notary Public

RECORD\RETURN TO:

Bo s Earle & Bonan, P.A.
P.O. Office Box 2401, Stuart, Florida 34995