2103743 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 2459 PG: 1625, 11/23/2010 03:34 PM

1@ $10.00 = $ 10.00
53@ $ 8.50 = 450.50
TOTAL: $460.50

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

CERTIFICATE OF AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS OF FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC. (FORMERLY FLORIDA ATLANTIC CITRUS GROVES)

THE UNDERSIGNED, being the President and Secretary of **FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the Association Members, held on the 3rd day of November, 2010, in accordance with the requirements of Florida law, and of the Declaration of Restrictions and Covenants for **FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC.,** as originally recorded in Official Record Book 904, Beginning at Page 2702, Public Records of Indian River County, Florida, and as subsequently amended and restated in Official Records Book 1647, Beginning at Page 966, Public Records of Indian River County, Florida, not less than two-thirds (2/3) of the membership of the Association affixed their signatures hereto in order to evidence their consent to and vote in favor of the Amended and Restated Declaration of Restrictions and Covenants as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Restrictions and Covenants shall be amended and restated as attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Restrictions and Covenants, this 16 day of NOVEMBER 2010.

FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Steve Cassens, President

(CORPORATE SEAL)

ATTEST:

By: _____
Gary Phillips, Secretary

STATE OF FLORIDA)
) **ss.**
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Steve Cassens and Gary Phillips, respectively the President and Secretary of **FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC.**, who ☒ have produced FL DRIVER'S LICENSES as identification or ☐ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 16 day of NOVEMBER, 2010.

PAULA M. SPALDING
Notary Public - State of Florida
My Commission Expires Jan 23, 2011
Commission # DD 632513
Bonded Through National Notary Assn.

Name: PAULA M. SPALDING
Notary Public, State of Florida
(Affix Seal)

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND COVENANTS OF
FLORIDA ATLANTIC CITRUS PROPERTY OWNERS ASSOCIATION, INC.

THIS IS THE DECLARATION of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. upon that real property more particularly described in Exhibit "A" attached hereto and made a part hereof.1

W I T N E S S E T H :

WHEREAS, it is intended that the use of the Property shall not be in conflict with the use of the property for the growing of citrus and other agricultural crops; and

WHEREAS, Property and any and all other property that may be annexed or brought under the control and effect of this Declaration of Restrictions and Covenants as herein provided, is subject to certain restrictions, covenants, reservations, conditions and servitudes as hereinafter set forth, which are for the benefit of said Property and the present and future Owners of any part or parcel thereof, and which shall inure to the benefit of and pass with said Property and each and every part or parcel thereof, and shall apply to and bind the present and each future Owners of said Property, or any part or parcel thereof, and each of their heirs, personal representatives, successors and assigns;

NOW THEREFORE, all of the Property as set forth in Exhibit "A," together with any and all improvements thereon and appurtenances thereto, shall be held, sold and conveyed subject to the following restrictions, covenants, reservations, conditions and servitudes, which shall run with, burden and bind said Property.

ARTICLE I - DEFINITIONS

1.1 **"Association"** shall refer to Florida Atlantic Citrus Property Owners Association, Inc., a Florida nonprofit corporation, and its successors and assigns.

1.2 **"By-Laws"** shall refer to the by-laws of Florida Atlantic Citrus Property Owners Associations, Inc., as same may by amended from time to time.

1.3 **"Citrus Groves"** shall refer to the planting, cultivation, maintenance and harvesting of citrus trees and citrus fruit, and any agricultural purposes or endeavors, in support thereof and not in conflict or disharmony therewith.

1.4 **"Common Areas"** shall refer to all roads, bridges, streets, alleys and pathways built, constructed, assumed, maintained, owned or otherwise controlled by the Association.

1.5 **"Restricted Common Areas"** shall refer to all ditches, canals, drains, levees, dikes, dams, reservoirs, holding basins, pipes, pumping stations, and pumping equipment, trucks, tractors, and any other real or personal property built, constructed, assumed, maintained, owned or otherwise controlled by the Association, other than the property or improvements designated as Common Areas above.

1.6 **"Drainage Facilities"** and **"Irrigation Facilities"** shall refer to all ditches, canals, wells, drains, bridges, levees, dikes, dams, reservoirs, holding basins, pumping stations, low volume irrigation systems, and pumping equipment, pipes, motor powered equipment, cranes, trucks, tractors, and any and all other property, real or personal, used in connection with water control, irrigation, drainage or management upon or about that real property described in Exhibit "A," attached hereto.

1.7 **"Owner"** shall refer to record title holders of real property comprising at least one (1) acre of land within the lands described in exhibit "A" or within any lands that may be annexed or brought under the control and effect of this Declaration of Restrictions and Covenants, excluding, however, those having any interest in said Property as security for the performance of an obligation. All Owners shall be members of Florida Atlantic Citrus Property Owners Association, Inc.

1.8 **"Parcel"** shall refer to any real property which is a part or portion of that certain real property described in exhibit "A" excluding any portions in that Property described in exhibit "A" which are designated as Common Areas of Restricted Common Areas.

1.9 **"Permits"** shall refer to the following permits: (1) Nationwide Permit, issued by the Department of the Army, Jacksonville District Corps of Engineers, dated February 22,1991; (2) Consumptive Use Permit No. 2-061-0372USM issued by the St. John's River Water Management District on April 9, 1991; and (3) Management and Storage of Surface Water Permit No. 40061-18774-2 issued by the St. John's River Water Management district on April 9,1991, together with any amendments, substitutions or modification thereof.

1.10 **"Property"** or **"Concerned Property"** shall refer to that certain real property as described in Exhibit "A" attached hereto, which Exhibit "A" is by this reference incorporated herein.

1.11 **"Restrictions"** shall refer to the provisions of this Declaration of Restrictions and Covenants, all restrictions, covenants, reservations, conditions and servitudes herein contained, and any amendments thereto, and the terms and provisions of the Articles of Incorporation and By-Laws of Florida Atlantic Citrus Property Owners Association, Inc., and any amendment thereto.

1.12 **"Institutional Mortgage"** shall refer to a mortgage held by a bank, trust company, savings bank, federal or state savings and loan Association, insurance company, employee pension fund, institutional business trust, a lender chartered by the federal government for the purpose of making agricultural loans, such as the Production Credit Association, and their successors and assigns.

The above definitions shall be accorded the plural forms of the above described terms as may be used herein or required within the context hereof.

ARTICLE II - GENERAL PURPOSE OF COVENANTS

The real property herein concerned is subject to the restrictions, covenants, reservations, conditions and servitudes as stated herein to facilitate and insure development and improvement of the Concerned Property and each Parcel thereof as Citrus Groves and compatible and supportive agricultural uses, and to provide for water control, drainage, management and use necessary to further said development and improvements; and further to construct, provide, supervise and maintain drainage and Irrigation Facilities, including a system of roads, canals, ditches, dikes, pumping installations and other improvements to facilitate development and use of the Concerned Property as Citrus Groves; and further to provide an equitable method by which members of Florida Atlantic Citrus Property Owners Association, Inc., shall pay necessary assessments, charges and fees required to continually maintain in good repair said facilities as necessary to supply adequate drainage and water control to the Concerned Property and ingress and egress over the common Property to each Owner.

ARTICLE III - BINDING EFFECT OF RESTRICTIONS

The Restrictions herein contained shall run with the Concerned Property and bind the Property and the Owner of any Parcel thereof and shall inure to the benefit of, and shall be able to be enforced by Florida Atlantic Citrus Property Owners Association, Inc. or the Owner of any Parcel of the Concerned Property. Each grantee by accepting a deed, lease or other instrument conveying any interest in any Parcel, whether or not the same incorporates or refers to this Declaration of Restrictions and Covenants, covenants for himself, his heirs, personal representatives, successors and assigns, to observe perform and be bound by these Restrictions and Covenants and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real Property subject thereto. Failure, however long continued, to object to any violation or to enforce any Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto. Any charge, fee or expense incurred in enforcing the Restrictions herein contained shall be paid by the Owner in default thereof.

ARTICLE IV - USES PROHIBITED FOR THE CONCERNED PROPERTY

4.1 Prohibited Uses. The Concerned Property or any portion thereof shall not be occupied or used for the following purposes:

A. Any use or purpose tending to in any manner interfere impede or frustrate the planting, cultivation, maintenance, harvesting, irrigation or drainage of Citrus Groves or citrus fruit within any portion of the Concerned Property.

B. No activity, alteration, structure, fence, building or other material shall be placed on any Parcel which obstructs or hinders the flow of water or access over existing roads, or which violates the terms, conditions or requirements of the Permits.

C. No handling of hazardous waste or activity harmful to the proper cultivation of Citrus Groves and fruit shall be conducted on any Property or Parcel.

D. No person, entity or Owner may drill or maintain a well on any Property without the express written consent of the Board of Directors.

E. No fence or wall shall be erected which prohibits, hinders or delays the Association or its agents from access to any Parcel for the purpose of installing, improving or maintaining any existing part of the Drainage Facilities, irrigation system, or roads, included in the Common Areas or limited areas, or which in any way restricts the Owners of the Association or their respective agents, employees, successors or assigns from the use and enjoyment of the easements granted within this Declaration.

F. The Board of Directors of the Association shall have the right to limit access to any Property shown on Exhibit "A" until such time as may be reasonably required to facilitate construction and installation of the planned drainage and Irrigation Facilities.

G. Wetlands within the Property may not be impacted or disturbed. Mowing, grading and cleaning is prohibited within twenty-five (25) feet of any wetland with the exception of routine maintenance, including the mowing, grading and cleaning of established roads and ditches upon the Property, which is permitted.

H. Construction of a house upon the Property is prohibited unless the Association has obtained a modification of St. John's Water Management District's Permit No. 4-061-18774-3 to allow the construction of the house. Owners who wish to construct a house within the Property must provide the Association with their Plans and Specifications for construction of the house and site improvements such as stormwater lake, outfall, swales, driveway and grading, and must pay to the Association a permit modification fee established from time to time by the Board of Directors in an amount sufficient to reimburse the Association for all costs and fees associated with the permit modification.

I. A house may not be constructed upon the Property until the access road within the Property to the house has been raised above the 25 year – 24 hour storm event peak stage. Owners who wish to construct a house within the Property must pay all costs and fees associated with raising road levels.

4.2 Adoption of Rules and Regulations. The Board of Directors of the Association shall have the right to adopt reasonable rules and regulations concerning the use and operation of Common Areas, restricted areas, and the Concerned Property, provided, however, such rules and regulations shall not contravene the spirit and purpose of these Restrictions.

ARTICLE V - RIGHT TO ABATE VIOLATIONS

Violation of any Restrictions and conditions or breach of any covenants or agreements herein contained shall give Florida Atlantic Citrus Property Owners Association, Inc., in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and said Florida Atlantic Citrus Property Owners Association, Inc. shall not be thereby deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE VI - FLORIDA ATLANTIC CITRUS PROPERTY OWNER ASSOCIATION. INC.

There shall be created and established a nonprofit Florida corporation known as "Florida Atlantic Citrus Property Owners Association, Inc.," hereinafter referred to as the "Association."

ARTICLE VII - PURPOSES OF AND MEMBERSHIP IN THE ASSOCIATION

The purposes of Florida Atlantic Citrus Property Owners Association, Inc. are as set forth in the Articles of Incorporation and the By-Laws of said Association. Additionally, the Association shall have the right to construct, maintain, control and supervise the drainage and Irrigation Facilities necessary and proper for the irrigation and drainage of Citrus Groves which shall be established on the Concerned Property, and which Drainage Facilities shall be Common Areas or Restricted Common Areas. The Association shall have as members the record fee Owners of real Property of a minimum of one (1) acre, which is or may become subject to this Declaration of Restrictions and Covenants. All Persons or entities, upon becoming Owners as defined herein, of said Parcels shall be deemed automatically to have become members of the Association, and there shall be no other qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of any Parcel of the Concerned Property.

ARTICLE VIII - COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

8.1 **Annual and Special Assessments**. The grantee, for each Parcel owned within the Concerned Property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following assessments:

A. Annual maintenance assessments; and

B. Special assessments for capital or other improvements, which assessments are to be established and collected as hereinafter provided.

8.2 **Uniform Rate of Assessment and Lien**. Both annual maintenance assessments and special assessments for capital or other improvements must be fixed at an equal, uniform rate for all Parcels in accordance with the number of acres per Parcel of Concerned Property and may be collected on a basis established by the Association. No annual or special assessment shall be levied against any lands, the title to which is held by the Association, its successors or assigns. The annual maintenance assessments

and any and all special assessments, together with interest, costs and reasonable attorney's fees incurred due to any delinquency or default therein, shall be a charge on the individual Parcels within the Concerned Property and shall be and constitute a first and continuing lien upon the Parcel against which each such assessment is made, which lien shall be superior to any and all other liens or charges against the Property or any Parcel thereof, excepting however, liens of municipal governments imposed by law. Each of such assessments, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person or entity who is the Owner of such Parcel at the time when the assessment falls due. The personal obligation for delinquent assessments shall pass to and also become the obligation of the owner's successors in title. The transfer of title by the Owner of any Parcel shall in no way affect or dissipate the lien imposed by any assessment or prevent the foreclosure or other enforcement of said lien against any Parcel

8.3 **Institutional Mortgages.** Notwithstanding anything in the Declaration to the contrary, if the holder of any institutional mortgage on a Parcel shall acquire title to such Parcel or any part thereof by virtue of a deed in lieu of foreclosure, by acquisition at a foreclosure sale, or by any other means as a result of holding a mortgage on such Parcel, such institutional lender shall not in any way be personally obligated for any delinquent, current or future assessments against such Parcel. Furthermore, any purchaser of a Parcel at a foreclosure sale occurring as a result of foreclosure of an institutional mortgage, or any purchaser of a Parcel from the holder of an institutional mortgage which has acquired title to such Parcel as aforesaid, shall not be personally obligated for delinquent assessments against such Parcel. Nothing contained within this article shall be construed to change the priority of the Association lien for annual and special assessments as provided herein.

8.4 **Purpose of Assessments**. Assessments levied by the Association shall be made exclusively for the following purposes:

A. First, for the payment of all principal and interest, when due, on all loans, debentures, promissory notes, bonds or other evidences of indebtedness borrowed or issued by the Association and all loan costs and fees to the extent required under any agreement with a creditor or note holder; and thereafter,

B. To construct, promote, maintain, impose, operate, remove, alter and/or repair and supervise on a nonprofit basis the drainage and Irrigation Facilities, including, but not limited to, ditches, dikes, roads, pumping stations and canals and all equipment required for said purposes which may be necessary, proper and desirable for water drainage, irrigation, management, control and use upon the Concerned Property and for the payment of usage and necessary expenses in connection with the operation of the Association for the use and benefit of the Property Owners.

8.5 **Special Assessment for Capital or Other Improvements**. The Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of purchase of Property and the construction, reconstruction, repair or replacement of any drainage or irrigation facility or structure used in connection with and for the uniform benefit of the Concerned Property, provided that any such special assessments shall have the consent of the members holding two-thirds (2/3) of the voting power of the Association, as evidenced by the affirmative vote thereof.

8.6 **Annual Maintenance Assessments**. In addition to the special assessments for capital or other improvements authorized above, the Association shall levy in each assessment year an annual maintenance assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of the maintenance of the roads and bridges and the maintenance, control, operation and supervision of drainage and Irrigation Facilities upon the Concerned Property and included in the Common Areas and Restricted Common Areas.

8.7 **Reserves**. The Association's Board of Directors may establish, from time to time, reasonable reserves for payment of charges, taxes, operation and maintenance costs, capital improvements and repairs, and any other lawful purposes as in its sole discretion it may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in any such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year but may carry the same forward from year to year.

8.8 **Notice**. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The presence of members in person or by proxy, entitled to a majority of the votes of the membership, shall constitute a quorum for all action taken by the membership of the Association, except for action taken under Section 8.5 above, which shall require the presence, in person or proxy, of members holding two-thirds (2/3) of the voting power of the membership to constitute a quorum.

ARTICLE IX - DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS

All annual assessments shall commence on the first day of each calendar year. The Board of Directors shall fix the amount of all annual assessments for each Parcel, at least twenty (20) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject thereto.

ARTICLE X - ENFORCEMENT OF ASSESSMENTS AND REMEDIES OF ASSOCIATION

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring any action at law or in equity against the Parcel Owner personally obligated to pay the same or foreclose or in any manner enforce the assessment lien against such Owner's Parcel, and interest, costs and reasonable attorney's fees; of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Parcel, thereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real Property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real Property. The assessment lien shall be in favor of the Association and shall be for the benefit of all other Parcel Owners. The Association, acting on behalf of the Parcel Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Additionally, by acceptance of a deed to a Parcel, each Owner agrees and warrants that he shall, with regard to any loan or indebtedness of the Association incurred in furtherance of the objectives and purposes of the Association and which has been authorized by a majority of the voting interest in the Association, act, vote and demand and otherwise do all things necessary to cause and require the Association and its Board of Directors to make such levies, assessments and charges, and to collect same by all manners available, sufficient to retire any and all such loans or indebtedness as same may become due. In connection therewith, each Owner as aforesaid hereby grants and conveys unto the holder of any loan or indebtedness of the Association which has been authorized by a majority of the voting interests in the Association, an irrevocable proxy to exercise all voting power held by the Owner in the Association, said proxy being for the sole purpose of requiring and causing the Association and its Board of Directors to make levies, assessments and charges, and to enforce collection of same, sufficient to retire said loan or indebtedness as same may become due.

ARTICLE XI - SUPERIORITY OF ASSOCIATION LIEN TO LIEN OF MORTGAGES

The lien of annual and special assessments provided for herein shall constitute a first lien and shall be superior to all other liens, including the lien of any mortgage given upon any Parcel. Sale or transfer of any Parcel shall not affect the validity or priority of any existing assessment lien or the right of the Association to levy future annual and special assessments against any Parcel and to have a first lien against the Parcel to secure said assessment.

ARTICLE XII - MEMBER'S RIGHTS CONCERNING COMMON AREAS AND RESTRICTED COMMON AREAS

12.1 Member's Rights Concerning Common Areas. All members shall have a nonexclusive right and easement over and upon all Common Areas for purposes of ingress, egress and transport and conveyancing of equipment and motor vehicles and for all purposes associated with operation and maintenance of a citrus grove. There shall also exist to all members individually, immediately adjacent to the Parcel or Parcels which each individual Owns, in the size, location and quantity determined by the Association, easements under said Common Areas for the placement of water drainage pipes, turngates, culverts and valves necessary for proper drainage and irrigation, together with temporary easement as necessary over the said adjacent Common Areas for excavation necessary to install, place and maintain said water drainage pipes, turngates, culverts and valves. The aforesaid rights will pass with the title to every Parcel of Property.

12.2 Member's Rights Concerning Restricted Common Areas. All members shall have a nonexclusive easement over and upon all Restricted Common Areas for the purpose of draining water from their individually owned Parcels and irrigating said Parcels and for the access into said Restricted Common Areas by water drainage pipes, turngates, culverts and valves necessary to accomplish said water drainage and irrigation. The Association shall have the right to make rules and regulations regarding the use of said Restricted Common Areas with regard to the manner and access and times of use and with regard to the volume of water permitted to be drained into or from the Restricted Common Areas by any Parcel Owner.

ARTICLE XIII - NOTIFICATION OF INTENTION TO SELL

In order to promote the efficient and cooperative operation of the Association and the Owners, the sale of any Parcel or Property by any Owner shall be subject to the following provisions:

An Owner intending to make a transfer or sale of any Parcel or any interest in any Parcel shall give notice to the Board of Directors of such intention. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; (ii) a copy of the executed sales contract for the sale of the Parcel; and (iii) such other information as the Board may reasonably require. All notices referred to in this Article shall be given by registered or certified United States mail, return receipt requested. Delivery shall be deemed made and notice shall be deemed given as of the date of acceptance thereof; but if acceptance is refused, delivery shall be deemed given as of the date of mailing. Notices shall be sent to the Association's president.

ARTICLE XIV - ANNEXATION

Upon approval by two-thirds (2/3) of the members holding the voting powers of the Association, the Association may annex any additional real Property thereto and make the same subject to the provisions, terms,

restrictions and covenants of this Declaration of Restrictions and Covenants, through the recordation of a supplemental declaration, executed by the Property Owner and the Association, which execution shall be proof of the approval of the Board of Directors as aforesaid, extending the Declaration of Restrictions and Covenants to such additional real property. The recordation of said supplemental declaration shall constitute and effectuate the annexation of such additional real Property, making the same subject of the Declaration of Restrictions and Covenants.

ARTICLE XV - DURATION OF RESTRICTIONS

Each provision of this Declaration of Restrictions and Covenants shall continue and remain in full force and effect until January 1, 2041, and thereafter for successive periods of five (5) years each unless within six (6) months prior to January 1, 2041, or within six (6) months prior to the expiration of any such five (5) year period of extended duration, this Declaration is amended or terminated by recorded instrument signed by the members holding no less two-thirds (2/3) of the voting power of the Association as of the date of such instrument of termination.

ARTICLE XVI - AMENDMENTS

Any provision contained in this Declaration of Restrictions and Covenants may be amended or repealed by the recording of a written instrument certifying that not less than two-thirds (2/3) of the votes cast by the Property Owners at an Association meeting at which a quorum was present were in favor of the amendment or the repeal, except Articles II and XV of this Declaration can be amended only by the unanimous consent of the Property Owners and, further, except that Sections 1.12 and 8.3 of these covenants shall not be amended without the prior written consent of holders of institutional mortgages on Parcels, which approvals shall not be unreasonably withheld. Any amendments shall be consistent with the general purposes of the covenants.

ARTICLE XVII - SEVERABILITY

The determination of any court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, which other provisions shall continue in full force and effect.

EXHIBIT "A"

Tracts 116 to 123 inclusive, less the North 50 feet thereof, Tracts 216 to 223 inclusive, Tracts 263 to 270 inclusive, Tracts 316 to 323 inclusive, Tracts 367 to 374 inclusive, Tracts 416 to 422 inclusive, Tracts 470 to 477 inclusive, all in FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2; said land now lying and being in Indian River County, Florida.

Tracts 324 to 326 inclusive, Tract 328 less the East 175 feet, Tract 362 less the East 175 feet, Tracts 363 to 366 inclusive, Tracts 426 and 427, Tract 428 less the East 175 feet, Tracts 429 to 431 inclusive, Tracts 462 to 464 inclusive, Tract 465 less the East 175 feet, Tracts 466 to 468 inclusive, all in FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2; said land now lying and being in Indian River County, Florida.

Tract 327, FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2; said land now lying and being in Indian River County, Florida.

Tracts 516 to 523 inclusive, Tracts 570 to 577 inclusive, Tracts 616 to 623 inclusive, Tracts 670 to 677 inclusive, Tracts 716 to 723 inclusive, Tracts 770 to 774 inclusive, Tract 776, Tracts 816 to 823 inclusive, and Tracts 870 to 877 inclusive, all in FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2, said land now lying and being in Indian River County, Florida.

Tracts 524 to 527 inclusive, Tract 528 less the East 175 feet, Tracts 529 and 530, Tract 531, less the East 25 feet for road right-of-way, Tract 562 less the East 25 feet for road right-of-way, Tracts 563 and 564, Tract 565 less the East 175 feet, Tracts 566 to 569 inclusive, Tracts 624 to 627 inclusive, Tract 628 less the East 175 feet, the West 1/2 of Tract 629, Tract 630, Tract 631 less the East 25 feet for road right-of-way, Tract 662 less the East 25 feet for road right-of-way, Tracts 663 and 664, Tract 665 less the East 175 feet, Tracts 666 to 669 inclusive, Tracts 724 to 727 inclusive, Tract 728 less the East 175 feet, Tract 765 less the East 175 feet, Tracts 766 to 769 inclusive, all in FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2, said land now lying and being in Indian River County, Florida.

East 1/2 of Tract 629, FELLSMERE FARMS COMPANY SUBIDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2; said land now lying and being in Indian River County, Florida.

Tracts 775 and 777, FELLSMERE FARMS COMPANY SUBDIVISION, according to the Plat filed in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Plat Book 2, Pages 1 and 2; said land now lying and being in Indian River County, Florida.

LESS AND EXCEPT that part thereof as described in the following deeds: Deed dated November 27, 1925 recorded in Deed Book 10, Page 15, public records of Indian River County, Florida and Deed dated March 1, 1959, recorded in Deed Book 68, Page 464-A, Public Records of Indian River County, Florida. Subject to and less and except the right-of-way for State Road 507. (Now C.R. 507). Containing 1798.071 acres net.

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001052000001.0:

Harold Adams

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001051800001.0 :

Horace E. Allen

Dorothy F. Allen

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001057500001.0;

Horace E. Allen

Dorothy F. Allen

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000000105740000 1.0:

Russell A. Bevard, Sr.

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID# 31370000001061900003.0

Russell A. Bevard, Sr.

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Parcel ID#3137000000106250004.0:

Alexander Bilello

Louise Bilello

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001081800001.0**:**

Tommy Bohlin

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Parcel ID#3137000000106260000 1.0**:**

Orange Harmony, LLC

By: _____
Yvan Boniface

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001052800002.0**:**

Michael J. DeVito

Nada M. DeVito

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000000105710000 1.0**:**

George T. Duncan

10/27/10

Barbara S. Duncan

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001072500001.0**:**

Florida Atlantic Grove Service, Inc.

By: Jean F. Lindsey
Jean F. Lindsey, President

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Parcel ID#3137000000105290000 1.0:

Stephen M. Hassler

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001067700001.0

William B. Hensick

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Parcel ID#3137000001067600001.0

William B. Hensick

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Parcel ID#3137000000106160001.0**:**

Mark W. Izard

Gwen Izard

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Parcel ID#31370000001081700001.0:

Michael. L. Ciarlo

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Parcel ID#31370000001032400001.0**:**

M & V, LLC

By: _____

Melanie Ressier

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Parcel ID#3137000000101160000 1.0**:**

M & V, LLC

By: _____

Melanie Ressier

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Parcel ID#31370000001051600001.0:

M & V, LLC

By: _____

Melanie Ressier

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Parcel ID#31370000001076500001.0**:**

Warren W. McCall

Warren W. McCall

Vickey McCall

Vickey McCall

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Parcel ID#31370000001056800002.0:

John Miller

Joy W. Miller

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Parcel ID#3137000000107190000 1.0**:**

Stadium South Properties, LLC

By: _____

Richard Morton, Manager

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Parcel ID#3137000000107200000 1.0**:**

Richard Morton

Helen Morton

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001077400001.0**:**

Richard Morton, Trustee of the Lawrence Morton Trust f/b/o James A. Morton

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000001077400001.1**:**

Richard Morton

Helen Morton

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001077400002.0**:**

Richard Morton

Helen Morton

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Parcel ID#31370000001077400003.0**:**

Richard Morton

Helen Morton

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Parcel ID#3137000000107750001.0:

Richard Morton

Helen Morton

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001662500003.0:

Angela Montella

Gernie Moorhead

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000000107170002.0**:**

Ed Nicolace

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000000108/600001.0:

Ed Nicolace

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001087100001.0:
31370000001087000001.0

Vincent Parentela

Diana Parentela

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#31370000001061900002.0**:**

Gary R. Phillips

Judith L. Phillips

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Parcel ID#31370000001057300001.0**:**

Sury M. Putcha

Jean Putcha

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Parcel ID#3137000000106210002.0:

Donna Hoo

Donna Hoo

Paul Miller

Paul Miller

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Parcel ID#3137000000106710000 1.0**:**

Dunsai Investments, LLC

By: _____
Gary Hoo, Manager

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Parcel ID#3137000000107220000 1.0:

Ramesh C. Patel

Ramesh C. Patel, Trustee

Rashmi R. Patel, Trustee

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000006071800001.0:

William Dinh Van

Jason Luong

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Parcel ID#31370000001052600001.0**:**

Bernet B. Spence

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#3137000000102300002.0**:**

Richard Theiss

Bruce Holdstein

THE UNDERSIGNED hereunto affixed their hands as evidence of their approval of the Amendment and Restatement of the Declaration of Restrictions and Covenants of Florida Atlantic Citrus Property Owners Association, Inc. to which this page is attached.

Parcel ID#~~3137000000107260~~0002.0**:**

Joshua T. White

Deletha White