

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 2, 1990, as shown by the records of this office.

The document number of this corporation is N36441.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of February, 1990.



Jim Smith
Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC.

FILED
MAR 13 1983
MARTIN COUNTY, FLORIDA
SECRETARY OF STATE

The undersigned subscriber, for purposes of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, hereby subscribes to, acknowledges and files the following Articles of Incorporation.

ARTICLE I

Name

The name of the corporation shall be OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

Duration

The Association shall exist perpetually unless sooner dissolved according to law.

ARTICLE III

Purposes

The Association does not contemplate pecuniary gain or profit to the members thereof, and the principal objectives and purposes for which the Association is formed are to provide for a properly authorized and financially responsible entity which is acceptable to the proper state and local governmental divisions and/or subdivisions thereof to acquire, reacquire, own, maintain, preserve, control and safeguard the streets and private roadways, lakes and Water Management System, conservation, wetland and preserve areas, public rights-of-way, medians, canals, irrigation systems, landscaping, street lights, signs, entry features, sprinklers, walks, Recreation Areas and facilities, and other common area facilities and improvements, pipes and pumps common to the residential community known as "Oak Ridge" ("Oak Ridge") in the City of Stuart, Martin County, Florida, as more fully described in the Declaration of Covenants, Conditions and Restrictions for Oak Ridge Homeowners Association ("Declaration") as recorded in the Public Records of Martin County, Florida and as same may be amended from time to time, and such additional portions of Oak Ridge as may be brought within the jurisdiction of the Association; to maintain the Community Standard as more particularly defined in the Declaration; and to maintain, preserve, control and safeguard those certain Areas of Common Responsibility, if any, which by the terms of the Declaration may become the responsibility of the Association and to perform such other duties and obligations as set forth in the Declaration.

A. To establish a not for profit organization for the purpose of acquiring, constructing, renovating, managing, maintaining and caring for various facilities, including without limitation common areas of the Oak Ridge community, Recreation Areas, Water Management System, Conservation Areas (all as defined in the Declaration) and other facilities necessary or desirable in furtherance of the purpose of the Association all primarily for the benefit of the members.

B. To further promote the congenial atmosphere among the members of the Association furthering their common interests and objectives and the maintenance of the Community Standard.

C. To assess and collect from members base assessments, special assessments and other assessments as provided for in the Declaration.

D. To do everything necessary, proper or convenient for the accomplishment of the purposes set forth herein and in the Declaration, and to do every other act which is not forbidden under the laws of the United States of America, the State of Florida (specifically Chapter 617) or by the provisions of these Articles of Incorporation.

E. The Association intends that it qualify for exemption from federal income taxes under the Internal Revenue Code, as amended, and these Articles of Incorporation shall be construed consistently with the requirements thereof.

ARTICLE IV

MEMBERSHIP

A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in "Oak Ridge" by filing a deed in the office of the Clerk of the Circuit Court in and for Martin County, Florida, evidencing such ownership. BMC DEVELOPMENT AT CYPRESS HEAD, INC., a Florida corporation, as Declarant under the Declaration, shall also be a Member of the Association. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the real property encumbered by the Declaration ("Property") or any Unit. Declarant, by including additional real property within the imposition of the Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

ARTICLE V

VOTING RIGHTS

A. Member Votes. Each Member shall be entitled to one (1) equal vote for each Unit or each Unit and contiguous lots containing one (1) single-family home owned by such Member, as to matters on which the Membership are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. There shall be only one (1) vote per Unit. Should any Member own more than one (1) Unit, such Member shall be entitled to exercise or cast one (1) vote for each such Unit unless such Units are contiguous lots on which there exists one (1) single-family residential dwelling. When more than one (1) person holds the ownership interest required above for membership, all such persons shall be Members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the

vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where an Owner is entitled to personally exercise the vote for his or her Unit.

B. Declarant Control Period. Until and subject to the turnover of its ownership and control to the Association, the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant shall have the right to retain control of the Association until all Units owned by Declarant have been sold to third party users of the Units and closed, or until such earlier time, as is determined by Declarant in its sole and absolute discretion (the "Declarant Control Period"). So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the officers of the Association. So long as Declarant retains control of the Association or until such later date as all Units have been sold to third party users by Declarant, Declarant shall have the right to appoint all members of the New Construction Committee and the Modification Committee. Prior to the conveyance of the last Unit to an ultimate third party user, no action of the Membership of the Association shall be effective unless and until approved by Declarant. In the event Declarant elects to turnover its ownership and control of the Association prior to the conveyance of the last unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of "Oak Ridge". Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed to an ultimate third party user.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be administered by the Board of Directors consisting of not less than two (2) nor more than five (5) persons who are Members of the Association, appointees of Declarant prior to its turnover of the Association. The first Board of Directors shall consist of two (2) Members appointed by the Declarant.

The directors named in these Articles shall serve until the first election of directors and any vacancies in their numbers occurring before the first election shall be filled by Declarant. Any vacancies occurring subsequent to turnover of the Association by Declarant shall be filled by the then remaining members of the Board of Directors.

The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GENARO R. GARCIA	29 Southwest 36th Court Miami, Florida 33135

ALBERT VALI

29 Southwest 36th Court
Miami, Florida 33135

SAMUEL AMERSON

29 Southwest 36th Court
Miami, Florida 33135

ARTICLE VII

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

AMENDMENTS

Amendment to these Articles shall require the consent of a majority (51%) of the Voting Representatives.

Notwithstanding the foregoing, these Articles of Incorporation may not be amended in any manner that shall conflict with the terms of the Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend these Articles of Incorporation contrary to these prohibitions shall be of no force or effect.

ARTICLES IX

SUBSCRIBER

The name and street address of the Subscriber to these Articles of Incorporation is:

Lynda J. Harris
515 N. Flagler Drive
Suite 1800
West Palm Beach, Florida 33401

ARTICLE X

OFFICERS

The officers of the Association shall be President such number of Vice Presidents, a Secretary, a Treasurer, and such other officers as may be provided in the By-Laws. The names and addresses of the persons who shall serve as officers of the Association until their successors are designated by the Board of Directors are as follows:

President & Treasurer:	GENARO R. GARCIA	29 Southwest 36th Court Miami, Florida 33135
Vice President & Secretary:	ALBERT VALI	29 Southwest 36th Court Miami, Florida 33135

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any Director or officer of the Association who is made 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 or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

A. Against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and

B. Against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

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, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for malfeasance or intentional misconduct 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 expense which such court shall deem proper.

Any indemnification under this Article XI (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article XI. Such determination shall be made (1) by the Board of Directors by a vote of fifty-one percent (51%) of the Directors who were not parties to such action, suit or proceeding.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Notwithstanding the foregoing provisions, indemnification provided under this Article XI shall not include indemnification for any action of a Director, officer or employee of the Association

for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgment, fines or amounts paid in settlement are paid pursuant to insurance maintained by the Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XII

TRANSACTION IN WHICH DIRECTORS OR 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 officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or Director is present at or participates in meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said officers or Directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said Director or officer may be interested in any such contract or transaction.

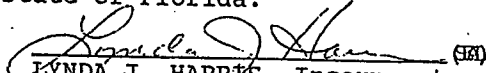
Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

INITIAL REGISTERED OFFICE AND AGENT:

The street address of the initial registered office of this Corporation is 515 N. Flagler Drive, Suite 1800, West Palm Beach, Florida, and the name of the initial registered agent of this Corporation is Lynda J. Harris, 515 N. Flagler Drive, Suite 1800, West Palm Beach, Florida.

IN WITNESS WHEREOF, WE, the undersigned subscribing Incorporators, have hereunto set our hands and seals, this 25th day of January, 1990, for the purpose of forming this Corporation not for profit under the laws of the State of Florida.

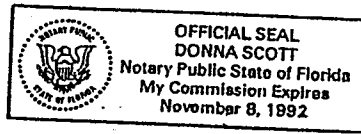

LYNDA J. HARRIS, Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared LYNDA J. HARRIS, to me well known and known to me to be the

person described in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same for the purposes therein expressed. FEB -2 11 4:32

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal at West Palm Beach, Florida, this 25th day of January, 1990.



Donna Scott
NOTARY PUBLIC
State of Florida

My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

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 proper and complete performance of my duties.

Lynda J. Harris
LYNDA J. HARRIS

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25th day of January, 1990.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION**

822966

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION** made and executed this 3rd day of January, 1990 by BMC DEVELOPMENT AT CYPRESS HEAD, INC., a Florida corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant, is the owner of that certain real property commonly known as "Oak Ridge of Stuart" and hereinafter referred to as "Oak Ridge" or "Property", which is located in Martin County, Florida, and is legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of Oak Ridge as a planned residential community; Common Properties comprised of, among other things, roads, entranceways, water areas, preserve areas and open and landscape areas; and recreation facilities reserved for the use of the Owners as hereinafter defined; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values and amenities within Oak Ridge and to provide a flexible and reasonable procedure for the development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of Oak Ridge, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration; and

WHEREAS, Declarant has caused OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, to be formed (hereinafter referred to as the "Association") which Association does join in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Oak Ridge so that the Association can enforce and carry out the purposes and intent of this instrument and the requirements of Martin County, Florida (hereinafter referred to as the "County") or other governmental authorities in connection with the Property; and

WHEREAS, this Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Chapter 718, Florida Statutes, et seq.;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for Oak Ridge.

ARTICLE I.

DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

A. **Association** shall mean and refer to OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

B. **Base Assessment** shall mean and refer to the operating funds of the Association that are utilized for the general benefit of all Unit Owners and which are assessed equally against all Unit Owners within the Property and refers to those charges against each Unit made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

C. **Board of Directors** shall mean and refer to the Board of Directors of the Association.

D. **Builder** shall mean and refer to any individual(s) or entity other than Declarant, which shall acquire a Unit within the Property for the purpose of development and sale.

E. **Common Expenses** shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

F. **Common Property** shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on the recorded subdivision plat of the Property or conveyed to the Association by Deed, including the Recreation Area, and/or all personal property and real property which may subsequently be acquired by the Association for the common use and enjoyment of the Owners. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise.

G. **Community-Wide Standard** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

H. Conservation Area shall mean the areas designated as transitional wetlands, wetlands, upland transition zones, lot preservation areas and upland preservation areas on the plats of the Property to be filed in the Public Records of Martin County, Florida.

I. Declarant shall mean and refer to BMC Development at Cypress Head, Inc., a Florida corporation, its successors and assigns, who take title to any portion of the real properties described in Exhibits "A" for the purpose of development and sale, and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

J. Declarant Control Period shall mean and refer to that period of time before the Declarant turns over control of the Association to the Owners as provided in paragraph IV(4)(B) hereof.

K. Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

L. Development Plan and Plat shall mean and refer to the graphic representation of the proposed plan for the development of the Property described in Exhibit "A" as same may be amended, a copy of which is attached hereto as Exhibit "C" and made a part hereof. Prior to turnover the Development Plan may be amended as Declarant may determine in its sole discretion without the approval or consent of the Owners.

M. Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking, building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

N. Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Unit or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

O. Management Agreement shall mean and refer to any contract for management of the Property which may be entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.

P. Member shall mean and refer to a Unit Owner; and "Members" shall refer to all Unit Owners.

Q. Modifications Committee shall mean and refer to that Committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units, the open space, if any, appurtenant thereto, or to any other Improvements.

R. Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed.

S. Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.

T. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

U. Project shall mean and refer to that residential community to be developed and located on the Property and known as Oak Ridge.

V. Property shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

W. Recreation Area shall mean that certain recreation area and facilities to be developed by Declarant for use and benefit of the Owners as described in Article II hereof.

X. Street shall mean and refer to any street, highway, or other thoroughfare which is constructed by Declarant or its designee, within the Project and is dedicated to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, cul-de-sac or other similar designation.

Y. Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Z. Unit shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy a detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached houses on separately platted lots and vacant platted lots intended for development as the above uses, all as may be developed, used and

defined as herein provided, or as provided in Supplemental Declarations covering all or a part of the Property.

AA. Water Management System shall mean and refer to those lakes, canals, designated conservation, preservation areas, wetland areas, shoreline protection zones and transition zones, drainage pipes, monitoring stations and pumps and other facilities located within the Property which are to be used for drainage of the Property.

ARTICLE II.

DEVELOPMENT CONCEPT

Declarant intends to develop all or a portion of Oak Ridge as a multi-staged, planned residential development. The initial phase of development will be that portion of the Property more particularly described in Exhibit "B" attached hereto and made a part hereto.

It is the intent of Declarant to construct a Recreation Area for the use and benefit of the Owners, subject to such rules and regulations as to such use as Declarant or the Association may from time to time promulgate. Upon completion, the Recreation Area, which shall be constructed part in Phase I and part in Phase II of the Project, shall contain a 2,000 square foot clubhouse, swimming pool, deck, a 12' boat ramp, boat docks and eighteen (18) recreation vehicle/boat parking spaces.

The Association was formed to maintain and operate the Common Property for the benefit of the Members. The Association shall assess each Unit various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the maintenance of the Common Property and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration shall also be enforceable by the Owners among themselves subject to the reserved powers of Declarant and its right to approve exceptions or variations, as herein provided.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of this Declaration.

NOTWITHSTANDING ANY TERMS OF THIS DECLARATION, OR ANY OTHER DOCUMENTS, BROCHURES OR PLANS, DECLARANT HEREBY STATES THAT THIS DEVELOPMENT CONCEPT REPRESENTS ONLY ITS PRESENT INTENTION WITH RESPECT TO DEVELOPMENT OF THE PROPERTY, AND DECLARANT HEREBY RESERVES THE RIGHT TO MODIFY THE DEVELOPMENT CONCEPT, INCLUDING THE NUMBER AND TYPE OF UNITS, THE PLANS AND COMPOSITION OF THE COMMON PROPERTY, INCLUDING THE RECREATION AREA, AND TO WITHDRAW PROPERTY FROM THIS DECLARATION SUBJECT TO MARTIN COUNTY APPROVAL, AT ANY TIME AS IT DEEMS DESIRABLE, IN ITS SOLE AND ABSOLUTE DISCRETION. SUCH AMENDMENTS MAY BE MADE BY DECLARANT WITHOUT THE JOINDER OR CONSENT OF THE ASSOCIATION, OTHER OWNERS, OR MORTGAGEES OF ANY PORTION OF THE PROJECT, OR ANY OTHER PERSON OR ENTITY.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. PROPERTY: Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. ADDITIONS: Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration from time to time by executing and recording in the Public Records of Martin County, Florida a Supplemental Declaration specifying such additional property. Such amendments shall not require the joinder or consent of the Association, other Owners or mortgagees of any portion of the Project, or any other person or entity.

SECTION 3. WITHDRAWAL: Declarant hereby reserves the right to amend this Declaration, in its sole and absolute discretion and by its sole act, for the purpose of withdrawing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the Development Plan desired to be effective by the Declarant, provided such withdrawal is not contrary to the overall uniform scheme of development and improvement of Oak Ridge. Notwithstanding the foregoing, no property may be withdrawn from the provisions of this Declaration without the prior written consent of Martin County.

SECTION 4. TRANSFER OR ASSIGNMENT BY DECLARANT: The Property, rights and obligations of Declarant may be transferred or assigned, in whole or in part, to another person or entity. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

SECTION 5. TRANSFER OR ASSIGNMENT BY OWNERS: Every Owner shall have a right and easement of enjoyment in and to the Common Areas subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt from time to time.

ARTICLE IV

OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC.

SECTION 1. FORMATION: Declarant has caused the formation of the Association by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-Laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration.

SECTION 2. MEMBERSHIP: A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in Oak Ridge by filing a deed in the office of the Clerk of the Circuit Court in and for Martin County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the Property or any Unit. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

SECTION 3. ADMINISTRATION OF THE ASSOCIATION: The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and

By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which adversely affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles of Incorporation or By-Laws contrary to these prohibitions shall be of no force or effect.

SECTION 4. VOTING:

A. Member Votes. Each Owner shall be entitled to one (1) equal vote for each Unit or each Unit and contiguous lots containing one (1) single-family home owned by such Member, as to matters on which the Membership are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws. There shall be only one (1) vote per Unit. Should any Member own more than one (1) Unit, such Member shall be entitled to exercise or cast one (1) vote for each such Unit unless such Units are contiguous lots on which there exists one (1) single-family residential dwelling. When more than one (1) person holds the ownership interest required by Section 2 above for membership, all such persons shall be Members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where an Owner is entitled to personally exercise the vote for his or her Unit.

B. Declarant Control Period. Notwithstanding anything contained herein to the contrary, the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant shall have the right to retain control of the Association until all Units owned by Declarant have been sold to third party users of the Units and

closed, or until such earlier time, as is determined by Declarant in its sole and absolute discretion "Declarant Control Period". So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the officers of the Association. So long as Declarant retains control of the Association or until such later date as all Units have been sold to third party users by Declarant, Declarant shall have the right to appoint all members of the New Construction Committee and the Modification Committee. Prior to the conveyance of the last Unit to an ultimate third party user, no action of the Membership of the Association shall be effective unless and until approved by Declarant. In the event Declarant elects to or does turnover its ownership and control of the Association prior to the conveyance of the last unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of Oak Ridge. Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed to an ultimate third party user.

In the event Declarant shall enter into any contracts or other agreements for the benefit of the Owners, the Declarant may, at its sole option, assign its obligations under such agreements to the Association, and in such event, the Association shall be required to assume and accept such obligations.

SECTION 5. SUSPENSION OF MEMBERSHIP RIGHTS: No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association. The requirements for a quorum or majority vote by the members shall be reduced proportionately based on the number of Members not in good standing.

ARTICLE V

COMMON PROPERTY

SECTION 1. COMMON PROPERTY: The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property, including the Recreation Area, notwithstanding the manner in which fee simple title to the Common Property may be held. The Declarant shall convey the Common Property to the Association in "As Is" condition at the time of such transfer, on or before turnover of the Association by Declarant.

SECTION 2. ACQUISITION AND SALE OF PROPERTY: The Association shall have the power and authority to acquire such interests in real and personal property and to withdraw such portions of the Common Property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 3 of this Declaration. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property.

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property and Recreation Area (except as otherwise set forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance areas of the Project, including the walls, gates, shrubbery, signs, street lights, walks, sprinklers, landscape medians, landscape buffers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Project.

(B) The Streets and other areas of Improvements related thereto within the Project, including, but not limited to, signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences, hedges, pedestrian cross-overs and bridges located within or around the perimeter of the Project.

(D) The Water Management System.

(E) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

SECTION 4. MANAGEMENT AGENT: Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the property described in this Section. No Management Agreement between the Association and Declarant or its affiliates or its subsidiaries shall be held invalid solely for the reason that at the time of entering into the agreement, the employees, officers or agents of Declarant or its affiliates, or its subsidiaries were the officers, directors and/or employees of the Association. In the alternative, the Declarant may select an individual or entity wholly unrelated to Declarant to act as the Management Agent in its sole and absolute discretion, and such individual or entity shall exercise all rights set forth herein.

SECTION 5. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY: The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action. The present rules and regulations are attached hereto as Exhibit "E".

SECTION 6. TRAFFIC REGULATIONS: The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Project, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

SECTION 7. ENFORCEMENT OF RESTRICTIONS: The Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity. As the remedy at law for any breach of any of the terms of this Agreement may be inadequate, the

and other equitable relief which may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

SECTION 8. DISSOLUTION OF ASSOCIATION: The Association shall not be dissolved nor shall it dispose of any real property contained within the Common Property, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Property), without the prior approval of the Board of County Commissioners of Martin County, Florida. The Board of County Commissioners, as a condition precedent to approving such dissolution, may require dedication of such portion of the Common Property or utilities to the public as deemed necessary. In the event of dissolution of the Association, control and responsibility for maintenance, together with all easements related thereto, shall be transferred to a governmental agency or another association not-for-profit or a similar organization.

SECTION 9. FAILURE TO MAINTAIN: If the Association fails at any time to maintain the Common Property in reasonable order and condition in accordance with the final Master Development Plan, then the Board of County Commissioners of Martin County, Florida may serve written notice by certified mail, return receipt requested, upon the Association and upon each Owner, which notice shall set forth the manner in which the Association has failed to maintain the Common Property in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice, or in the alternative that the Association appear before the Board of County Commissioners at a specified time (at least ten [10] days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Property or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the Board of County Commissioner may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the Units within the Property and to prevent the Common Property from becoming a public nuisance, shall hold a public hearing to consider the advisability of Martin County entering upon such Common Property and maintaining them for a period of one (1) year. Martin County shall have the right of entry, possession and maintenance, provided that the above procedure have been followed, and such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Property. The Board of County Commissioners may, upon public hearing with notice given and published in the manner provided above, return possession and maintenance of the Common Property to the Association, its successors or assigns, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1)

year period. The costs of such maintenance by Martin County shall be assessed ratably against all Units within the Property and shall become a charge or lien on the Units and such charge shall be paid by the Owners of such Units within thirty (30) days after receipt of a statement therefor.

ARTICLE VI

MAINTENANCE RESERVE CONTINGENCY

SECTION 1. AUTHORITY: The Association, through its Board of Directors, shall have the power and authority to make and collect a one time maintenance reserve contribution to be collected at the closing of the sale of each Unit to the end purchaser. No Unit shall be closed without collection of such contribution, if assessed.

SECTION 2. USE OF CONTRIBUTIONS: The maintenance reserve contributions shall be used for repair, replacement and maintenance of Common Area Property for which Reserves as provided in Article VII, Section 2 are either not available or have been depleted, for shortages in insurance premiums, casualty repair and replacement, and major or unexpected landscape replacement or upgrade in excess of insurance proceeds, and like items as shall be determined by the Board of Directors, in its sole discretion.

SECTION 3. PAYMENTS BY DECLARANT: Notwithstanding any of the foregoing provisions, Declarant shall not be responsible for payment of any maintenance reserve contributions which may be assessed against the ultimate buyers of Units.

SECTION 4. AMENDMENTS: This Article may not be amended without the express written consent of the Declarant until all Units owned by Declarant have been sold to third party users of the Unit and closed, or until the recording by Declarant of a waiver statement that all sales activity has ceased.

ARTICLE VII

ASSESSMENTS

SECTION 1. AUTHORITY: The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

SECTION 2. BASE ASSESSMENTS: Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property, and for the benefit of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, including the Recreation Area; property taxes and assessments against

the Common Property; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Streets; management fees; guard services; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves for capital expenditures and deferred maintenance of depreciable items ("Reserves"), including but not limited to roof replacement, building painting, air conditioner compressors, plumbing and wiring of the Common Property facilities and Improvements, pavement resurfacing, swimming pools, tennis courts and the like; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

SECTION 3. COMPUTATION AND COLLECTION OF BASE ASSESSMENTS: The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally.

SECTION 4. SPECIAL ASSESSMENT: The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be at a uniform amount for each Unit. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When a Special Assessment exceeds FIVE HUNDRED (\$500.00) DOLLARS per Unit, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval by an affirmative vote of no less than fifty one (51%) percent of the Members in good standing present in person or by proxy. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, any such Special Assessment assessed against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine. Declarant shall have the right to approve all Special Assessments before they are made during the Declarant Control Period. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OR UNITS OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.**

SECTION 5. EMERGENCY SPECIAL ASSESSMENTS: The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

SECTION 6. INDIVIDUAL ASSESSMENTS: The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.

SECTION 7. COVENANT TO PAY ASSESSMENTS: In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property, including the Recreation Area for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment and Individual Assessment. Each Member of the Association or Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration, and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a Unit is conveyed to the Owner.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida Law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including

attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made and shall also be the continuing personal obligation of the Owner of such Unit. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records of Martin County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit and/or a suit on the personal obligation of the Owner or Owners. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the cost of such action, interest on the assessment at the maximum rate, as above provided, and attorneys' fees incurred by the Association. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

SECTION 9. CERTIFICATE OF ASSESSMENTS: The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

SECTION 10. SUBORDINATION TO LIEN OF MORTGAGES: The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a Mortgage. No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

SECTION 11. PAYMENTS BY DECLARANT: Notwithstanding any of the foregoing provisions, Declarant shall not be responsible for the payment of any assessments or Reserves which may be assessed against Owners and shall only be liable for the payment of that portion of the expenses for the Common Property which exceed the amount to be paid by the other Members pursuant to the budget of the Association.

ARTICLE VIII

MAINTENANCE

SECTION 1. ASSOCIATION'S RESPONSIBILITY: The Association shall maintain and keep in good repair the Common Property, including the Recreation Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Property, including but not limited to drainage systems, preserve and wetland areas, transition zones, shoreline protective zones, recreation and open space, utilities, traffic control devices, the pedestrian system, all Streets, the Water Management System and such portions of any additional property included within the Common Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

The Water Management System shall be maintained in accordance with the monitoring plan approved by South Florida Water Management District, which plan may be amended from time to time.

The Common Property shall be maintained and managed subject to the terms and conditions of that certain Environmental Management Plan attached hereto as Exhibit "D" and made a part hereof (the "Environmental Management Plan").

Except as otherwise specifically provided in this Section 1, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard subject, however, to prior written approval of Martin County if the property is owned by or dedicated to the public or Martin County.

SECTION 2. OWNER'S RESPONSIBILITY: Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants. The Property is subject to all terms and conditions of the Environmental Management Plan, and each Owner shall be responsible for management and maintenance of his Unit in accordance with the terms and conditions of such plan, and all deeds of conveyance of a Unit shall contain a provision specifically evidencing the grantee's obligation to maintain the Unit subject to the terms and conditions of the Environmental Management Plan. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article VII, Section 6 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

SECTION 3. BEACH IMPACT FEE: Each purchaser of a Unit shall be obligated to pay the Beach Impact Fee required by Martin County, Florida, in the amount of \$183.57 per Unit as such amount may be increased or decreased from time to time by Martin County, at the time a building permit for construction of Improvements on a Unit is issued. Neither Declarant nor the Association shall have any obligation for payment of such impact fee.

ARTICLE IX

EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of this Section, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Unit.

SECTION 2. EXTENT OF OWNERS' EASEMENT: The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of Declarant and the Association, to borrow money for the purpose of maintaining or improving the Common Property.

(B) The right of the Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(C) The right of the Association to suspend the enjoyment, rights and easements of any Owner for any period during which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

(D) The right of the Association to properly maintain the Common Property.

(E) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility water management or water control district, or other entity or person.

(F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.

(G) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

SECTION 3. GRANT AND RESERVATION OF EASEMENTS:

A. To Association, Declarant and Owners. Declarant hereby grants to the Association and the other persons and entities hereinafter set forth, and Declarant reserves unto itself and its nominees the right, on behalf of itself and the Association, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for Oak Ridge, including, but not limited to, easements in favor of the Declarant, the Association, any designees of the foregoing, the Owners, and all their family members, guests, invitees and lessees, and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

(1) Easements to provide for installation, maintenance, service, repair of utilities are granted as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Declarant and/or approved by the New Construction Committee or the Modification Committee, as applicable. The Declarant, the Association (or such other entity as is indicated on the plat) are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(2) The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

B. To the Public for Emergency Access. Declarant hereby grants to the Public a non-exclusive easement for emergency access from the boat ramp and parking facility to the nearest cul-de-sac and Street as depicted on the plat of the Property to be recorded in Martin County, Florida.

SECTION 4. EMERGENCY RIGHT OF ENTRY: In case of any emergency originating in, or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Unit for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

SECTION 5. ADDITIONAL EASEMENTS: Declarant and the Association, shall have the right to grant such additional easements, including, without limitation, exclusive easements to private cable television service companies, security or electronic monitoring service companies, or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between Declarant and any cable television service company, security or electronic monitoring company or other utility company, and further provided that the approval of Martin County, Florida, if required, is obtained. Upon the termination of the Declarant Control Period the Association shall assume all existing agreements or contracts entered into between Declarant and any cable TV or electronic monitoring service or any utility company. The Association recognizes that such agreements benefit Oak Ridge and the Owners and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

SECTION 6. RESTRICTION ON OWNER EASEMENTS: No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE X

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities provided that the transfer shall not reduce any obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Martin County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop in any manner whatsoever any of the property described in Exhibit "A" attached hereto and not included in Exhibit "B" attached hereto.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units by Declarant shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction or sale of such Units, including but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement to access such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and the clubhouse located in the Recreation Area, as models, sales offices, for entertainment of sales prospects and other business invitees, including rental of individual Units, even where otherwise prohibited by this Declaration.

In the event Declarant elects to turn over its ownership and control of the Association prior to the conveyance of the last Unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of Oak Ridge. Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed to an ultimate third party user.

This Article may not be amended without the express written consent of the Declarant until all Units owned by Declarant have been sold to third party users of the Units and closed or until the recording by Declarant of a waiver statement that all sales activity has ceased.

ARTICLE XI

ARCHITECTURAL CONTROLS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article. This Article may not be amended without the Declarant's express written consent until all Units owned by Declarant have been sold to third party users of the Units and closed; or until the recording by Declarant of a waiver statement that all sales activity has ceased.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and Article XIII of this Declaration until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect.

SECTION 1. NEW CONSTRUCTION. Declarant shall include in each deed of conveyance to an Owner restrictive covenants and conditions providing that the portion of the Property being conveyed to such Owner shall be owned, held, transferred and conveyed subject to covenants and conditions requiring Declarant's or, after turnover, the Association's consent to all original construction on the property being conveyed.

SECTION 2. MODIFICATIONS COMMITTEE. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units and the open space, if any, appurtenant thereto.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Community Wide Standard. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures,

location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved by Declarant. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by the Declarant. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

SECTION 3. NO WAIVER OF FUTURE APPROVALS. Except as specifically set forth herein, the approval of either Declarant or the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant or MC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 4. VARIANCE. Declarant and the MC may authorize variances from compliance with any of the rules and regulations established by the Declarant or MC, respectively, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but as to the MC, only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) estop Declarant or the Association, after turnover, or the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

SECTION 5. EXPENSE OF APPROVALS: Declarant and the MC may charge a reasonable fee in connection with the approvals required in this Article XI, such fee to be determined from time to time by the Board of Directors.

ARTICLE XII

WATER MANAGEMENT SYSTEM - RESTRICTIONS ON USE

The following uses or activities shall be prohibited within the Water Management System without the prior written approval of South Florida Water Management District or its successors, or Martin County, Florida: (a) construction or placing of buildings or other

improvements on or above the ground, other than landscaping, bulkheads or pedestrian paths; (b) dumping or placing soils or other substances such as trash or hazardous materials; (c) removal or destruction of trees, shrubs, or other vegetation; (d) diking or fencing; and (e) any other use or activity which may be detrimental to drainage, flood control, water conservation, erosion control, fish and wildlife habitats, conservation or preservation of existing plant and animal life.

This Article XII may not be amended without the prior written approval of South Florida Water Management District or its successors.

ARTICLE XIII

USE RESTRICTIONS

SECTION 1. RESTRICTIONS ON USE OF UNITS AND COMMON PROPERTY:

A. Residential Use: All Units shall be used only as single-family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Unit and no business may be conducted on any part thereof except for use by the Declarant.

B. Occupancy of Units: Whenever any Unit is owned or leased by a corporation, partnership, or trust, or other form of multiple ownership (other than Declarant), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the Unit and to exercise the rights of a Member hereunder. Only the designated individual(s), their servants and guests may use the Unit. After closing of the Unit the Owner may from time to time designate the individual or family who shall have the right to occupy the Unit and exercise the rights of a Member; provided, however, that the designation of the occupant for a Unit owned by a corporation, partnership or other form of multiple ownership cannot be changed more than three (3) times during any twelve (12) month period. Except as provided above, the right of occupancy or use of a Unit may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Unit, as approved by the Association in accordance with the terms set forth hereinbelow. The individual(s) designated by the corporation, partnership, trust or other entity shall be subject to this Declaration and shall execute a written covenant in favor of the Association whereby the individual(s) occupying the Unit shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written

covenant shall contain an acknowledgment that the use of the Unit by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. In the event of the failure of the designated individual(s) to use the Unit in compliance with this Declaration or the rules and regulations of the Association, the Association may demand the immediate removal of the designated individual(s) from the Unit by the Owner. In the event the Owner fails to remove the party using the Unit, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such designated individual, and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur with reference to such removal.

C. Minimum Size of Dwelling: A single story or split level dwelling erected, constructed or maintained on any Unit which is not a full two stories shall have a minimum floor living area of 1,250 square feet provided, however, the MC shall have the right to require a greater minimum floor area if the MC disapproves the design of a residence. A two story dwelling shall have minimum of 1,000 square feet on the first floor. The second floor element, whether fully walled or being of the balcony or loft type, shall contain not less than 650 square feet of living area. This square footage is exclusive of: garages, covered walks, open and/or screened porches or patios and pool area. Square footage measurements shall be taken from outside exterior walls.

D. Height of Dwelling: No dwelling which is more than two stories or thirty (30) feet in height shall be erected, constructed or maintained on any Unit. The height of the dwelling shall be measured from the finished first floor grade to the highest point of the roof. Chimney heights may exceed the limitation.

E. Foundation of Dwelling: All dwellings erected, constructed or maintained on any Unit shall be placed on a masonry foundation. The top of the masonry foundation slab shall be a minimum of eighteen (18) inches above the crown of the street abutting the front of the Unit; provided, however, that this requirement may be modified with the prior written approval of the MC.

F. Leasing Restrictions. No Owner shall be allowed to lease his Unit more than twice during each calendar year, and no lease shall be for a period of less than three (3) months.

G. Residence Graphics: The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be approved by the MC to insure continuity and conformity through the entire Property.

H. Pets: Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by the purchase of a Unit, agrees to indemnify the Association, and hold it harmless against loss or liability of any kind arising from the Owner having any animal in Oak Ridge.

I. Recreational and Commercial Vehicles: No ~~boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel non-commercial passenger vehicles, shall be placed, parked or stored upon any Unit nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Unit except within a building which is totally removed from public view.~~ Notwithstanding the foregoing, service and delivery vehicles may park on a Unit during regular business hours, as needed for providing services or deliveries to the Unit. No vehicle of any kind shall be parked overnight on any Street or in the recreational vehicle parking lot adjacent to the boat ramp.

J. Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant or with Declarant's consent, for development, construction or sale of the Property.

K. Insurance: No Owner shall permit or suffer anything to be done or kept within his Unit or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

L. Nuisances: No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or wilfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Unit.

M. Garages: Garage doors shall be kept closed at all times, except as necessary for ingress and egress into and out of the garage.

N. Driveways: All driveways and parking areas shall be paved and constructed with materials approved by the MC. Driveways may connect to streets at only two (2) points, and such connections shall blend into the street pavement.

O. Antennae: No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property (unless installed by Declarant or the Association), or the exterior of any Unit, without the prior written approval of Declarant prior to the expiration of the Declarant Control Period and by the MC after the Declarant Control Period.

P. Subdivision of Units: No Unit shall be re-subdivided to permit property lines to be altered in any manner other than as originally established by the Declarant, or as otherwise approved in writing by Declarant provided, however, that a single Unit may be combined with another Unit or portion thereof, to form a larger Unit, with the prior written approval of Declarant prior to the expiration of the Declarant Control Period and by the MC after the Declarant Control Period.

Q. Removal of Trees: In reviewing building plans, Declarant and the MC shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter at breast height shall be cut or removed without approval of Declarant or the MC.

R. Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained

upon the exterior portion of any Unit without the prior written approval of Declarant or the MC.

S. Signs: Except in connection with development or sales of Units by Declarant or its affiliates or agents, no signs, advertisements or notices of any kind, free-standing or otherwise displayed, erected shall be erected or displayed to the public view on any Unit, unless approved by Declarant or the MC.

T. Easements: With the exception only of Improvements installed by Declarant, no Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of Declarant prior to the expiration of the Declarant Control Period and by the MC after the Declarant Control Period, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by Declarant or the MC shall be maintained by each Owner to the front, rear and side property lines of the Unit.

U. Lawns and Landscaping:

(1) All lawns in front of all Units shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed on any Unit except as approved on the original plans and specifications, or as subsequently approved in writing by the MC. Upon the completion of any dwelling upon a Unit, the lawn area on all sides of such dwelling shall be completely sodded with grass, including swale areas adjacent to a Unit which may be included in dedicated easements or rights-of-way, it being the intent that all completed dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed in accordance with the approved plan within thirty (30) days of the issuance of a Certificate of Occupancy for any dwelling constructed on a Unit. No alteration to completed landscaping may be made without the prior written approval by the MC.

(2) Upon the sodding of a the lawn of a Unit, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green luxuriant and well-kept lawn at all times. Grass growth shall not exceed a minimum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

(3) Landscaping: An automated irrigation system shall be required to be installed at the time of construction of a dwelling upon a Unit, which system shall be adequate to service all designed landscape elements, and shall have a source of water acceptable to the MC. No water may be withdrawn from any lake, canal or water body tract. The source of water

shall be free of elements which cause discoloration and may, in the sole discretion of the MC, be required to be public water.

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V. Walls and Hedges: No boundary wall, fence or hedge having a height of more than four (4) feet shall be built or maintained on any Unit within the twenty five (25) foot front setback, within the twenty (20) foot rear setback or within seven and one-half (7 1/2) feet of any side Unit line. No fence of any type shall be located on the rear of any lake front Unit except for appropriate fencing around patio or pool areas as approved by the MC. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Unit (except that such fences may be temporarily permitted during construction of Improvements on a Unit, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

W. Refuse Containers and Storage Tanks: No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so they are not visible from the Street or from adjoining Units. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened in area so they shall not be visible from the Street or from adjoining Units. Trash, refuse or waste materials shall not be burned on any Unit. The foregoing provisions shall be subject to such rules and regulations promulgated by Declarant or the MC.

X. Storage Facilities, Tool Sheds, Garden Houses and Garages: All storage facilities, tool sheds, garden houses, garages and other similar Improvements approved by Declarant or the MC shall be attached to the dwelling so that such Improvements and the dwelling constitute a single structure.

Y. Swimming Pools: Any swimming pool to be constructed at any Unit shall be subject to the requirements of the MC which include, but are not limited to, the following:

(1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(2) Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge coping of an open swimming pool shall be ten and one-half (10 1/2) feet. The rear yard setback for the pool deck, pool enclosures, patio, terrace slabs, or wooden pool decks shall be zero (0) feet from lake maintenance easements and five (5) feet from preserve/buffers/Common Areas.

(3) Swimming pools shall not be constructed or erected above ground.

(4) Lighting for landscape, pool, recreation and security purposes shall be designed so as to not be any annoyance to the surrounding residences. Time clock controls may be used. All lighting plans must be submitted to and approved by the MC.

Z. Roofs: The following roof styles and materials shall not be permitted: fiberglass panels; tin sheeting; any material that is other than earthtone, unless approved by the MC. The minimum roof pitch generally required for each dwelling to be constructed on a Unit shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the MC for designs found by them to be of exceptional merit.

AA. Outside Displays: No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit, nor shall he place any furniture or equipment outside the Improvements of his Unit, except with the prior written consent of the Association. This provision shall not apply to the Declarant.

BB. Utilities: The central water and sewage system provided by Martin Downs Utilities, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of Declarant prior to the expiration of the Declarant Control Period and of the MC after the Declarant Control Period. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of Declarant prior to the expiration of the Declarant Control Period and by the MC after the Declarant Control Period.

CC. Bicycles: Except as otherwise provided in this subparagraph (2), bicycles shall be stored only within each Unit. If bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Declarant shall have the right, but not the obligation, to build a bicycle stand or stands within Oak

Ridge in which event, bicycles may be stored thereon and shall not be subject to impounding or fees by the Association if properly stored in such rack.

DD. Additional Protective Covenants: Declarant may include in any amendment to this Declaration, contract or deed for any Unit, additional protective covenants and restrictions not inconsistent with those contained herein.

EE. Rules and Regulations: No person shall use the Common Property or any Unit in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

FF. Indemnification: Any loss or damage incurred by Declarant or the Association due to a breach of any restriction herein by an Owner, his agents or employees, shall be reimbursed by the responsible Owner. The Association and/or Declarant may obtain recovery against such Owner in the same manner as the collectible and enforceable assessments.

GG. Enforcement of Restrictions: Declarant and the Association, through its Board of Directors, officers and the MC, shall have the authority to enforce those restrictions imposed under this Article XIV, and failure to do so shall not be deemed a waiver of the right of enforcement.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS, DIRECTORS

AND MEMBERS OF THE MODIFICATION COMMITTEE

Every officer of the Association, Director of the Association and member of the Modification Committee shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not he is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if 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 all other rights to which such officer, director or member may be entitled.

ARTICLE XV

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

SECTION 1. AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the Common Property shall be purchased by the Association. The named insured shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the Owner. Coverage limits and conditions shall be to the Association's specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

SECTION 2. COVERAGE:

(A) **Casualty Insurance:** All buildings and insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(B) **Public Liability Insurance:** The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(C) **Workmen's Compensation Insurance:** The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(D) **Flood Insurance:** The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(E) **Other Insurance:** The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.

(F) **Subrogation Waiver:** If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

SECTION 3. PREMIUMS: Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment.

SECTION 4. SHARES OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association, and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

SECTION 5. DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

(A) **Reconstruction or Repair:** If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.

(B) **Failure to Reconstruct or Repair:** If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.

(C) **Certificate:** In making distribution to Members, the Insurance Trustee may rely upon a certificate of the Association

made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

SECTION 6. ASSOCIATION'S POWER TO COMPROMISE CLAIMS: The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XVI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

SECTION 1. DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the Common Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.

SECTION 2. PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Declarant prior to the expiration of the Declarant Control Period or by the Board of Directors of the Association after the Declarant Control Period.

SECTION 3. ESTIMATES OF COSTS: Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

SECTION 4. SPECIAL ASSESSMENTS: The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

SECTION 5. CONSTRUCTION FUNDS: The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected

by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.

SECTION 6. EQUITABLE RELIEF: In the event of major damage to or destruction of part of the Common Property or the Areas of Common Responsibility and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Owner shall have the jurisdiction in and for Martin County, Florida, for equitable relief.

ARTICLE XVII

GENERAL PROVISIONS

SECTION 1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association and the Owner of any Unit and their respective legal representatives, heirs, successors and assigns, subject to this Declaration, for an initial term of twenty five (25) years from the date this Declaration is recorded in the public records of Martin County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by fifty-one Percent (51%) of the total number of Members in the Association then in good standing has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

SECTION 2. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Martin County.

SECTION 3. NOTICE. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 5. AMENDMENT.

(A) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, in its sole discretion, may by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. Such amendments shall be subject to the prior approval required by Martin County, Florida or any appropriate governmental agency.

(B) Notwithstanding any other right of amendment or modification provided in this Declaration, any amendment affecting the Water Management System or preserve areas shall require the prior written approval of South Florida Water Management District, its successors or assigns.

(C) Except as set forth in paragraph (A) above and as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(i) Until turnover, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Members.

(ii) After turnover, this Declaration may be amended:

(a) by the consent of the Members holding not less than fifty-one (51%) percent of the voting interests of the Members in good standing, together with

(b) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their representative at any regular or special meeting of the Association called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

(iii) Notwithstanding the provisions of paragraph (ii)(a) above, after turnover, amendments for correction of scrivener's errors or other changes which do not materially affect Members' rights hereunder, may be made by the Board of Directors of the Association alone without the need of consent of any other person, including the Members.

(iv) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant or the Association under this Declaration or any other Oak Ridge documents without specific written approval of such Declarant or Association affected thereby.

(v) After the turnover, a true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant within five (5) days of its adoption as long as Declarant owns any Units.

(C) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

SECTION 6. DISSOLUTION OF ASSOCIATION. In the event of the dissolution of the Association, the Water Management System will be dedicated to a governmental agency designated or approved by South Florida Water Management District, its successors or assigns, or to another association of the Owners formed for the maintenance and management of the Water Management System as herein provided.

SECTION 7. PRIORITY OF DOCUMENTS. In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association.

SECTION 8. VENUE. The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Martin County, Florida.

SECTION 9. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

SECTION 10. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name, the day and year first above written.

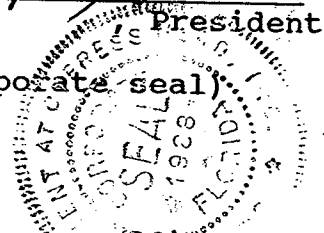
Signed, sealed and delivered in the presence of:

BMC DEVELOPMENT AT CYPRESS HEAD, INC., a Florida corporation

Miriam Mueza
Lina Calderon-Felner

By: *Genaro R. Garcia*
President

(corporate seal)



STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GENARO R. GARCIA, as President of BMC DEVELOPMENT AT CYPRESS HEAD, INC., a Florida corporation, to me known to be the person described in and who executed the above instrument on behalf of the corporation and acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of JANUARY, 1989.90

Miriam Mueza
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 01, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
OAKRIDGE OF STUART HOMEOWNERS ASSOCIATION

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Oakridge of Stuart Homeowners Association was made and executed this 23rd of September, 1992 by BMC Development at Cypress Head, Inc., a Florida corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant caused a Declaration of Covenant, Conditions and Restrictions for Oakridge of Stuart Homeowner's Association to be recorded in Official Records Book 0855, Page 1017 of the Public Records of Martin County ("Declaration") affecting that certain real property located in Martin County, Florida according to the Plat thereof as recorded in Plat Book 12, Page 39, Public Records of Martin County, Florida; and

WHEREAS, Declarant reserved the right to modify and amend the Declaration in Article XVII.

NOW, THEREFORE, Declarant hereby files this First Amendment to amend and modify the Declaration as follows:

- 1. The first sentence of Article XIII, Section 1, paragraph (v), "Wall and Hedges" shall be revised as follows:

"No boundary wall, fence or hedge having a height of more than four (4) shall be built or maintained on any Unit within the twenty-five (25) foot front set-back, within the twenty (20) foot rear set-back or within seven and one-half (7½) feet of any side Unit line (except when said side Unit line is adjacent and contiguous to a street or other right-of-way, in which case the side set-back requirement shall be twenty-five (25) feet of any side Unit line).

- 2. Nothing contained in this First Amendment is intended to affect the lien of any mortgage encumbering any of the Units located within the Property.
- 3. Except as expressly modified or amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, BMC Development at Cypress Head, Inc., a Florida corporation, has caused these presents to be signed in its corporate name by its duly authorized officer and its corporate seal to be hereto affixed on this 24th day of September, 1992.

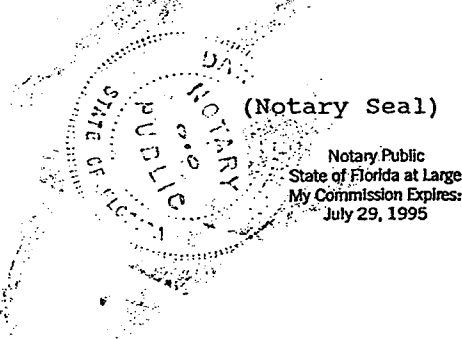
BMC DEVELOPMENT AT CYPRESS HEAD, INC.

Arthia A. McDorman
Witness
Dawn E. Davy
Witness

By: [Signature]
Its Vice President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24th
day of September, 1992, by Alberto Valle, as Vice
President of BMC Development at Cypress Head, Inc., a Florida
corporation, on behalf of the corporation. He or she is personally
known to me or has produced n/a as identification
and did take an oath.



NOTARY PUBLIC:

Dawn E. Paisley
State of Florida at Large
My Commission Expires:

Dawn E. Paisley
Printed Name

FILED FOR RECORD
SECTION OF CLERK
12 OCT -2 PM 4:40
MARSHA STILLER
CLERK OF CIRCUIT COURT
BY
D.C.

01266846

97 NOV 26 PM 3:35 NOV 02 1998

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION**

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association was made and executed this 24 day of ~~July~~^{September}, 1997 by BMC DEVELOPMENT AT CYPRESS HEAD, INC., a Florida corporation, herein referred to as the "Declarant" and by ESF OAKRIDGE, INC., a Florida corporation, herein referred to as "ESF Oakridge".

WHEREAS, Declarant caused a Declaration of Covenants and Restrictions to Oak Ridge of Stuart Homeowners' Association to be recorded in Official Records Book 855, page 1017, of the Martin County, Florida public records, (the "Declaration") affecting certain real property located in Martin County, Florida as described in such Declaration.

WHEREAS, the initial phase of Oak Ridge was platted according to Oak Ridge Plat No. 1 as recorded in Plat Book 12, page 39, of the Martin County, Florida public records.

WHEREAS, the Declaration was amended by first amendment thereto as recorded on October 2, 1992 in Official Record Book 979, page 611, of the Martin County, Florida public records.

WHEREAS, the subsequent phase(s) of Oak Ridge was platted according to the Oak Ridge Plat No. 2 as recorded in Plat Book 14, page 21, of the Martin County, Florida public records.

WHEREAS, the Declarant has conveyed the following described real property in Oak Ridge Plat No. 2 to ESF Oakridge:

Lots 60 through 136, inclusive, Oak Ridge Plat No. 2, according to the Plat thereof as recorded in Plat Book 14, page 21, of the Martin County, Florida public records (herein referred to as "Oak Ridge Plat No. 2").

WHEREAS, the Declarant and ESF Oakridge wish to subject Oak Ridge Plat No. 2 to additional restrictions and obligations that are not and shall not be applicable to Oak Ridge Plat No. 1.

NOW, THEREFORE, the Declarant and ESF Oakridge hereby file this Second Amendment to further amend and modify the Declaration as follows:

1. Estates of Oak Ridge. The lots described in Oak Ridge Plat No. 2 shall hereafter be identified as the "Estates of Oak Ridge" and the Declarant, ESF Oakridge or their successors shall have the authority, subject to applicable governmental regulations, to erect entrance and other identifying signs indicating such name on the Oak Ridge common property.

2. Use Restrictions. The use restrictions set forth in Article XIII of the Declaration are hereby amended as follows:

(i) Paragraph C, entitled "Minimum Size of Dwelling", in Section 1 of Article XIII of the Declaration is hereby amended in its entirety to read as follows:

C. Minimum Size of Dwelling: A single story or split level dwelling erected, constructed or maintained on any Unit which is not

Handwritten signature/initials

a full two stories shall have a minimum floor living area of 1,250 square feet provided, however, the MC shall have the right to require a greater minimum floor area if the MC disapproves the design of a residence. A two story dwelling shall have minimum of 1,000 square feet on the first floor. The second floor element, whether fully walled or being of the balcony or loft type, shall contain not less than 650 feet of living area. This square footage is exclusive of: garages, covered walks, open and/or screened porches or patios and pool area. Square footage measurements shall be taken from outside exterior walls. In Oak Ridge Plat No. 2, the minimum floor living area for each residence shall be 1,800 square feet.

(ii) Paragraph G, entitled "Residence Graphics", in Section 1 of Article XIII of the Declaration is hereby amended in its entirety to read as follows:

G. Residence Graphics Including Mailboxes. The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be approved by the MC to insure continuity and conformity throughout the entire Property. In Oak Ridge Plat No. 2, the mailboxes shall be cluster mailboxes in a design and at locations to be determined by the Declarant or the MC.

(iii) Paragraph U, entitled "Lawns and Landscaping", in Section 1, of Article XIII of the Declaration is hereby amended by adding a new subparagraph (4) which shall read as follows:

(4) In Oak Ridge Plat No. 2, a minimum landscape expenditure of \$6,500, inclusive of irrigation and sod, is hereby required with complete landscape plans submitted for approval of each new residence.

(iv) Paragraph Z, entitled "Roofs", in Section 1 of Article XIII of the Declaration is hereby amended in its entirety to read as follows:

(Z) Roofs: The following roof styles and materials shall not be permitted: fiberglass panels; tin sheeting; any material that is other than earthtone, unless approved by the MC. The minimum roof pitch generally required for each dwelling to be constructed on a Unit shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the MC for designs found by them to be of exceptional merit. In Oak Ridge Plat No. 2, only concrete tile and metal roofing materials shall be permitted.

3. Building Plans. The requirement as set forth in the third paragraph of Article XI that all structures must be constructed in accordance with the plans and specifications of a licensed architect is hereby deleted and the only restriction as to the preparation of building plans shall be those adapted from time to time by the applicable governmental authorities subject to the Association's approval as set forth in this Declaration.

4. Lien of Mortgages. Nothing contained herein is intended to affect the lien of any mortgage encumbering any of the Units located within the Property.

Effect. Except as expressly modified or amended by this amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this amendment the day and year first above written.

Witnesses:

BMC DEVELOPMENT AT CYPRESS
HEAD, INC., Declarant

Beverly A. Young
Printed Name: Beverly A. Young By: Alberto Valle
Alberto Valle, Vice President

Rati Francina
Printed Name: Rati Francina
As to Declarant

ESF OAKRIDGE, INC., a Florida
corporation

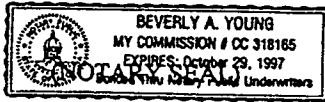
Karen Kaplan
Printed Name: Karen Kaplan

By: George T. Elmore
George T. Elmore, President

Beverly A. Young
Printed Name: Beverly A. Young
As to ESF Oakridge

STATE OF FLORIDA
COUNTY OF Martin

September THE FOREGOING INSTRUMENT was acknowledged before me this 12th day of July, 1997, by ALBERTO VALLE, Vice President of BMC DEVELOPMENT AT CYPRESS HEAD, INC., who is personally known to me ~~or who has produced a~~ _____ driver's license as identification and who did take an oath.



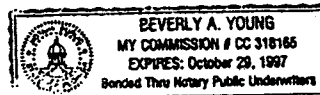
Beverly A. Young
Printed Name: Beverly A. Young
Notary Public
State of Florida
My Commission Expires: 10/29/97

STATE OF FLORIDA
COUNTY OF Martin

Sept. THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of July, 1997, by GEORGE T. ELMORE, President of ESF OAKRIDGE, INC., who is personally known to me ~~or who has produced a~~ _____ driver's license as identification and who did take an oath.

(NOTARY SEAL)

Beverly A. Young
Printed Name: Beverly A. Young
Notary Public
State of Florida
My Commission Expires:



1059D/121688

OAK RIDGE

EXHIBIT "A"

LEGAL DESCRIPTION

LOT A, HIDEAWAY ISLES, AS PART OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, AS SHOWN IN PLAT BOOK 3, PAGE 92, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS.

PARCEL "A"

BEING THE WEST 406.0 FEET OF THE NORTH 2205.0 FEET OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH AND EAST OF THE HIDDEN RIVER.

PARCEL "B"

THAT PORTION OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH AND EAST OF THE HIDDEN RIVER.

LESS THE WEST 406.0 FEET OF THE NORTH 2205.0 FEET OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 1.

AND

LESS THE NORTH 50.00 FEET THEREOF, AS DESCRIBED IN DEED BOOK 43, PAGE 76 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL "C"

THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LESS THE EAST 1089.0 FEET OF THE SOUTH 230.0 FEET, MARTIN COUNTY, FLORIDA.

PARCEL "D"

THE SOUTH 230.0 FEET OF THE EAST 1,089.0 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, TOGETHER WITH THE NORTH 160.0 FEET OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

1502G/021590
11461.00002

OAK RIDGE

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL "C"

The South half (1/2) of the South half (1/2) of the Southwest one-quarter (1/4) of Section 6, Township 38 South, Range 41 East, Less the East 1089.0 feet of the South 230.0 feet, Martin County, Florida.

PARCEL "D"

The South 230.0 feet of the East 1,089.0 Feet of the South one-half (1/2) of the Southwest one-quarter (1/4) of Section 6, Township 38 South, Range 41 East, Martin County, Florida, together with the North 160.0 feet of the Northeast one-quarter (1/4) of the northwest one-quarter (1/4) of Section 7, Township 38 South, Range 41 East, Martin County, Florida; less the Easterly 50 feet thereof.

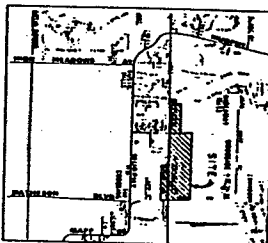
RECREATION TRACT

A parcel of land lying in Section 1, Township 38 South, Range 40 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of the aforementioned Section 1; thence 00°18'32" E along the East line of said Section 1, a distance of 143.35 feet to the POINT OF BEGINNING of the herein described parcel of land. Said point also being a point on a curve concave to the Northeast, having a radius of 666.10 feet from which a radial line bears N 12°39'45" E; thence Northwesterly along the arc of said curve through a central angle of 19°24'16", an arc distance of 225.59 feet to the point of compound curvature of a curve concave to the Northeast, having a radius of 489.17 feet; thence Northwesterly along the arc of said curve through a central angle of 08°48'28", an arc distance of 75.20 feet; thence S 40°52'29" W, a distance of 120.00 feet to a point on a curve concentric with the last described curve, having a radius of 609.17 feet from which a radial line bears N 40°52'29" E; thence Southeasterly along the arc of said curve through a central angle of 05°16'01", a distance of 56.00 feet; thence S 00°32'27" W, a distance of 144.80 feet to a point on the South line of said Section 1; thence N 89°23'07" W along said South

line, a distance of 556.00 feet, more or less, to the waters of the Hidden River; thence Northwesterly along the waters of the Hidden River, a distance of 45.00 feet, more or less; thence N 49°16'22" E, a distance of 200.00 feet, more or less, to the point of curvature of a curve concave to the Northwest, having a radius of 190 feet; thence Northeasterly along the arc of said curve through a central angle of 13°07'50", an arc distance of 43.54 feet; thence S 89°27'33" E, a distance of 72.99 feet; thence N 00°32'27" E, a distance of 130.00 feet; thence S 89°27'33" E, a distance of 130.00 feet; thence S 00°32'27" W, a distance of 120.00 feet; thence S 89°27'33" E, a distance of 109.13 feet; thence N 46°44'01" E, a distance of 145.97 feet to a point on a curve concave to the Northeast, having a radius of 489.17 feet from which a radial line bears N 46°44'01" East; thence Northwesterly along the arc of said curve through a central angle of 04°41'11", an arc distance of 40.01 feet; thence N 51°25'13" E, a distance of 50.00 feet to a point on a curve concentric with the last described curve, having a radius of 439.17 feet, from which a radial line bears N 51°25'13" E; thence Southeasterly along the arc of said curve through a central angle of 19°21'11", an arc distance of 148.34 feet to the point of compound curvature of a curve concave to the Northeast having a radius of 616.10 feet; thence Southeasterly along the arc of said curve through a central angle of 18°23'03", an arc distance of 197.69 feet to a point on the East line of said Section 1; thence S 00°18'32" W along said East line, a distance of 51.29 feet to the POINT OF BEGINNING of the herein described parcel of land.

Said recreation tract contains 3.273 acres, more or less.



LOCATION MAP

DESCRIPTION

A PACE OF LAND LING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

At the north and south corners of said section 1, there is a line of 100 feet... At the east corner of said section 1, there is a line of 100 feet... At the west corner of said section 1, there is a line of 100 feet...

AUGUST, 1989

A PLAT OF OAK RIDGE PLAT NO. 1 LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST SECTIONS 6 & 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

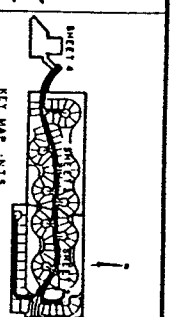
I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...



TITLE CERTIFICATE

TITLE CERTIFICATION

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

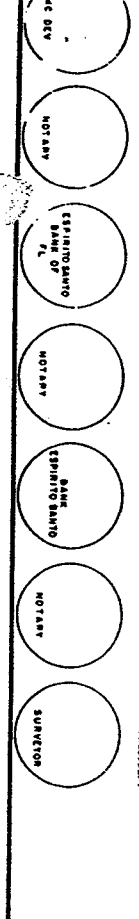
I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

MORTGAGEE'S CONSENT

I, the undersigned, hereby certify that I am the mortgagee of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...

ACKNOWLEDGEMENT

I, the undersigned, hereby certify that I am the owner of the land described in the foregoing plat and that I have executed the same in accordance with the provisions of the laws of the State of Florida...



NOTARY PUBLIC STATE OF FLORIDA AT LARGE

PARCEL CONTROL NO. 1 4

A PLAT OF OAK RIDGE PLAT NO. 1

LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST
AND SECTIONS 6 & 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST
HISTORIC CREEK & POND, MARTIN COUNTY, FLORIDA

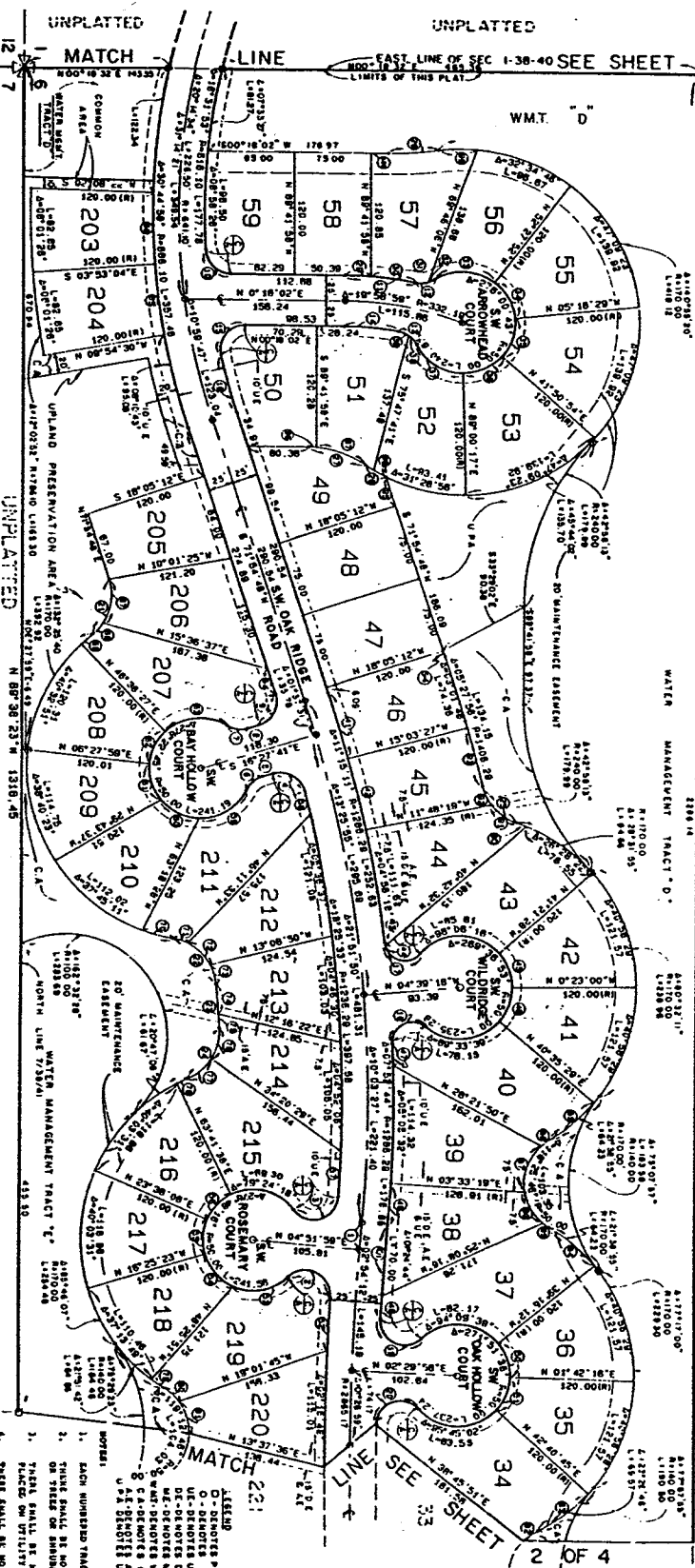
1. HANDED ATTACHED, CLASS OF MARTIN COUNTY, FLORIDA, PLAT NO. 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST AND SECTIONS 6 & 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, TO BE PLAT FOR RECORD AND PUBLIC RECORDS, TO BE FILED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THIS 13th DAY OF AUGUST, 1989.

2. MAKE A FIDELITY OATH AS A PUBLIC OFFICER, MARTIN COUNTY, FLORIDA.

3. DEPUTY CLERK

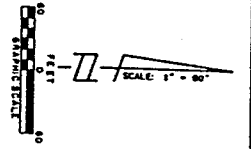
FILE NO. _____

RECORDS DEPARTMENT



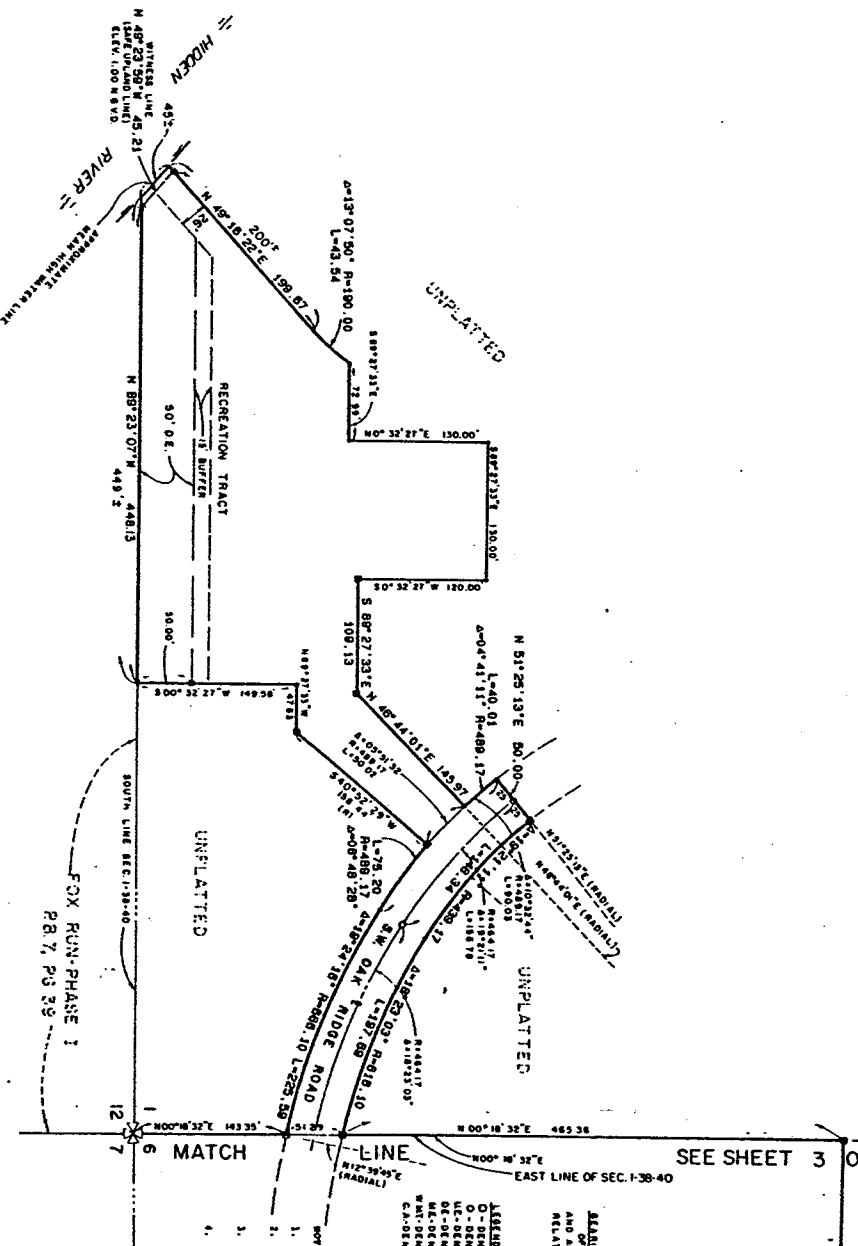
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AUGUST, 1989



OAK RIDGE PLAT NO. 1

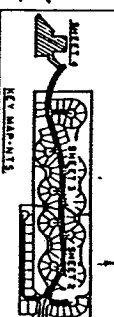
A PLAT OF
LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST
AND SECTIONS 6 & 7, TOWNSHIP 38 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA



ALL DIMENSIONS TO THE SOUTH LINE
AND ALL OTHER BEARINGS SHOWN HEREON ARE
RELATIVE THERETO.

LEGEND
O - DENOTES PERMANENT REFERENCE MONUMENT (PERMANENT PINS)
MC - DENOTES METAL CORNER (NON-PERM)
DC - DENOTES DRAINAGE EASEMENT
ME - DENOTES EASEMENT
WC - DENOTES WATER MANAGEMENT TRACT
C - DENOTES COMMON AREA

1. EACH NUMBER TRACT DEPICTED HEREON IS A LOT.
2. THERE SHALL BE NO OUTCROPPING OR ANY OTHER KIND OF CONSTRUCTION ON TRAILS OR SHOULDER PAVED OR UNPAVED EASEMENTS.
3. THERE SHALL BE NO BUILDING OR OTHER PERMANENT STRUCTURES PLACED ON UTILITY EASEMENTS.
4. THERE SHALL BE NO LOT SPLITS EXCEPT TO CREATE LARGER LOTS.



1) AREA ATTACHED, CLERK OF THE COUNTY COURT OF MARTIN COUNTY, FLORIDA, HAS FILED FOR RECORD IN PLAT NO. 1 OF RECORD IN PLAT BOOK "OAK RIDGE" PLANNED "PUBIC RECORDS" FILE NO. 11-047 OF MARTIN COUNTY, FLORIDA.
BY: DEPT. CLERK
FILE NO.
VENUE COURT FILED

THIS PLAT PREPARED BY:
THOMAS C. VANDERKAM, P.L.L.C.
LINDHUN, BROWNING, FRENCH & HILLSTROM, INC.

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EXHIBIT "D"

OAK RIDGE
ENVIRONMENTAL MANAGEMENT PLAN

PREPARED FOR:
B.M.C. DEVELOPMENT AT CYPRESS HEAD, INC
29 SW 36TH COURT
MIAMI, FLORIDA 33135

PREPARED BY:
WAYNE BLYTHE
ENVIRONMENTAL PROFESSIONAL
5782 SE HULL STREET
STUART, FLORIDA 34997

AND

LAURENCE L. PARR, ASLA
URBAN DESIGN STUDIO
900 EAST OCEAN BOULEVARD
STUART, FLORIDA 34995

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OAK RIDGE
ENVIRONMENTAL MANAGEMENT PLAN

- 1.0 GENERAL
 - 1.1 SCOPE OF WORK
 - 1.2 SITE LOCATION
 - 1.3 PERMITS
 - 1.4 ACCESS
 - 1.5 SITE CONDITIONS
 - 1.6 DAMAGE TO EXISTING STRUCTURES AND UTILITIES
- 2.0 PRESERVATION, CLEARING, AND GRUBBING
 - 2.1 GENERAL
 - 2.2 PROHIBITED ACTIVITIES
 - 2.3 EXISTING CONDITIONS
 - 2.4 PRESERVE DELINEATION AND SURVEYING
 - 2.5 PRESERVE AREA PROTECTION
 - 2.6 CLEARING AND GRUBBING
 - 2.7 REMOVAL AND MANAGEMENT OF EXOTICS
 - 2.8 EXCAVATION
- 3.0 REVEGETATION
 - 3.1 REVEGETATION WITH COMPATIBLE NATIVE VEGETATION
 - 3.2 POTENTIAL SPECIES FOR REVEGETATION
- 4.0 LAKE LITTORAL ZONES
 - 4.1 DESIGN AND ESTABLISHMENT
 - 4.2 MATERIALS
 - 4.3 MAINTENANCE
- 5.0 WETLAND AREAS
 - 5.1 LOCATION AND PRESERVATION
 - 5.2 TRANSITIONAL WETLAND ENHANCEMENT
 - 5.3 MAINTENANCE
- 6.0 SHORELINE PROTECTION ZONE
 - 6.1 LOCATION AND PRESERVATION
 - 6.2 REMOVAL OF EXOTICS
 - 6.3 MAINTENANCE
- 7.0 UPLAND PRESERVES
 - 7.1 LOCATION AND PRESERVATION
 - 7.2 SPECIES OF SPECIAL CONCERN
 - 7.3 PEDESTRIAN PATHWAY / PAR COURSE
 - 7.4 MAINTENANCE
- 8.0 MONITORING
 - 8.1 GENERAL
 - 8.2 LAKE LITTORAL ZONES
 - 8.3 WETLAND
 - 8.4 SHORELINE
 - 8.5 UPLAND
- 9.0 CONCLUSIONS

OAK RIDGE

ENVIRONMENTAL MANAGEMENT PLAN

1.0 GENERAL

1.1 SCOPE OF WORK

The following management plan is for the planned unit development known as Oak Ridge. B.M.C. Development at Cypress Head, Inc. as owners will implement this environmental plan through its contractor(s) to provide the materials, equipment, fuel, tools, and all other necessary supplies and services in the preservation, clearing, grubbing, excavation, planting, and monitoring and maintenance of wetlands, lakes, and preserve areas at Oak Ridge. The Oak Ridge Homeowner's Association will continue preservation activities through the perpetuation of this Environmental Management Plan.

The goal of this plan is to achieve continued viability and enhancement of all preservation areas within the development.

The Environmental Management Plan cannot be changed without the approval of Martin County. Additionally, Martin County shall have the right to enforce the provisions of the Environmental Management Plan through any available administrative or civil proceeding which may result in penalties appropriate revegetation and other remedies as against any person, corporation or other entity in violation of any of the provisions of the Preserve Area Management Plan.

1.2 SITE LOCATION

Oak Ridge is located in the SW 1/4 of section 6, T38S, R41E, and the SE 1/4 of section 1, T38S, R40E in Palm City, west and south of SW Mapp Road, in Martin County, Florida. The site consists of 124.98 acres consisting of pine flatwoods, sand-pine scrub, and wetlands.

1.3 PERMITS

The contractor(s) shall adhere to any and all permits and approvals obtained through Martin County. Additionally, it shall be the contractor(s) responsibility to obtain any additional permits required to conduct the work specified in the preserve area management plan.

1.4 ACCESS

Access to the site will be limited to the construction entrances or at the direction of the project manager.

The contractor(s) will be responsible for maintaining security while working on the site. All site activities will be coordinated through the project manager. The contractor(s) shall be solely responsible for obtaining and shall pay for all costs in connection with additional work storage areas and site accesses including temporary rights-of-way which may be needed for proper completion of this work. No hazardous materials other than fuel will be stored during the construction phases. On-site fuel tanks will be removed upon the completion of grubbing and excavation work.

1.5 SITE CONDITIONS

The contractor(s) shall be responsible for having knowledge of local site conditions affecting acceptable completion of specified work items. The site shall be cleared and grubbed of all vegetation only in those areas indicated for roadways and lake excavation areas as shown on the approved site plan. Existing trash or trash produced on the site, other than cleared vegetation, will be removed in an approved construction manner to the landfill.

1.6 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

The contractor(s) shall be responsible for and make restitution for any damage to telephone lines, water pipes, sanitary pipes, and other structures they may encounter whether or not shown on the engineering diagrams.

2.0 PRESERVATION, CLEARING, AND GRUBBING

2.1 GENERAL

Specifications in this section include location and field delineation of all preserve areas, clearing and grubbing activities, trash removal, and excavation parameters.

2.2 PROHIBITED ACTIVITIES

Prohibited activities in the preserve areas include but are not limited to: construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash, and cuttings, removal or destruction of native trees, shrubs, or other vegetation, excavation, dredging, or removal of soil material, diking or fencing, recreational vehicle use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

2.3 EXISTING CONDITIONS

The contractor(s) shall be responsible for having knowledge of any major differences in field conditions which would affect implementation of the specified work to accurately stake the specified preserve areas.

2.4 PRESERVE DELINEATION AND SURVEYING

All preserve areas shall be field surveyed based on the Final Development Plan Approval preservation delineation to maintain compliance with required area calculations and preservation limits. No offset staking shall be allowed in preservation areas to describe any survey line. No plant material shall be removed from preservation areas to facilitate surveying. All required preservation areas shown on the Final Development Plan will also be reflected on the plat to insure compliance of required quantity of preservation.

2.5 PRESERVE AREA PROTECTION

All preservation areas shall be delineated in the field with 1" wood lath driven (12" minimum) into the ground, overlaid with 1-1/4", PVC pipe, with 60' typical spacing. PVC pipe shall be interconnected by 1/4" yellow polypropylene rope (or other conspicuous connector). Rope shall be attached at a minimum of

5' above grade. Staking will be located on the outer edge or canopy dripline of each preservation area and will be conspicuous to equipment operators. Subsequent to the installation of the rope barricades, the developer shall contact the Martin County Growth Management Department for a joint inspection of the roped-off areas.

No building materials, equipment, or vehicles shall be stored within any preserve area.

Excavation in preservation areas necessary for utilities will be only within the easements shown on the development plan. Each easement will be flagged or roped-off to visually indicate to the contractor(s) the limits of construction.

All runoff from the construction area shall be discharged at a point or points with proper protection to insure removal of sedimentation and turbidity. Grade changes will be engineered so that any cut and fill will either meet existing elevations prior to encroaching on any preservation area or be retained by a bulkhead approved by Martin County. Contractors responsible for site work will be informed of the significance of preserve area protection prior to undergoing construction activity in order to avoid site damage resulting from soil compaction, unnecessary cutting of roots, carelessness with tools and equipment, or any other mechanical or chemical injuries. Stiff penalties shall be incurred by any contractor(s) knowingly disturbing protected vegetation.

Irrigation systems shall be designed to discharge away from all native preserve areas so as not to increase natural precipitation volume.

Clearing activities shall be periodically reviewed by project manager and landscape architect. Additionally, all efforts will be made to retain any existing vegetation falling outside preservation areas and specific built areas.

2.6 CLEARING AND GRUBBING

The contractor(s) shall remove all vegetation from within the lake excavation areas according to the Final Development Plan. Trees, shrubs, stumps, etc. shall be disposed in accordance with local, state, and federal regulations. Construction debris, appliances, abandoned equipment, and trash shall be removed from the Oak Ridge site and disposed of in an approved landfill according to local, state, and federal regulations. All tires shall be taken to the nearest used tire recycling center.

2.7 REMOVAL AND MANAGEMENT OF EXOTICS

Exotic vegetation in upland areas will be mechanically eradicated, with remnant stumps or roots chemically treated with an approved herbicide to halt regrowth. Chemicals used must be EPA registered, approved for use in the state of Florida, that have been shown to present a wide margin of safety for fish, waterfowl, and human life. Exotics currently within wetland preserves and beyond the limits of mechanical eradication, will be chemically treated with an approved herbicide and left standing to avoid disturbance to native species.

2.8 EXCAVATION

The contractor(s) shall excavate the lakes and vertically relocated wetland area in accordance with the Final Development Plan. Specific cut and fill stakes will be established for the littoral zones so that appropriate planting slopes and water elevations are produced during lake excavation.

3.0 REVEGETATION

3.1 REVEGETATION WITH COMPATIBLE NATIVE VEGETATION

Within upland preservation areas, including scrub, flatwood, or transitional zone, any revegetation necessitated by exotic plant removal or site utilities construction activity, shall consist of native plant species indicative of the natural plant community of that location to insure continuity of indigenous plant associations. Revegetation may be achieved through the use of nursery stock material or on-site transplants using the built area as a donor-site. If transplants are used, adequate water for temporary irrigation will be in place concurrent with transplant operation commencement. Irrigation shall continue until transplants are established in new locations.

3.2 POTENTIAL SPECIES FOR REVEGETATION

The following list shall be used as a guide for plant material selection for the Oak Ridge site. Other species may be considered provided that they are indigenous to the specific community in which they are planted.

Upland

Ilex cassine
Quercus virginiana
Q. virginiana var. geminata
Myrica cerifera
Pinus clausa
Pinus elliottii
Ximania americana
Sabal palmetto
Serenoa repens
Zamia floridana

Transitional

Acer rubrum
Acrostichum danaeifolium
Baccharas spp.
Cladium jamaicense
Conocarpus erecta
Juncus effusus
Myrica cerifera
Persea borbonia
Spartina bakeri
Taxodium distichum

Herbaceous material shall be installed using liner or 2" nursery stock with typical on-center spacings that mimic natural associations (i.e. informal massing, curvilinear planting arrangement, staggered heights, mixed species, etc.). Woody shrubs and trees shall be nursery can stock (or B/B) or properly transplanted from field donor sites.

4.0 LAKE LITTORAL ZONES

4.1 DESIGN AND ESTABLISHMENT

The lake littoral designs will create a natural plant species habitat suitable for reproduction of native fish species and a variety of invertebrate animals. Plant selection will be based on but not be limited to the following list:

Juncus effusus
Pontederia lanceolata
Vallisneria americana

Soft Rush
Pickerel Weed
Tape Grass

All the species are native, littoral zone species occupying a zonation from approximately +1 foot above control to -3 feet below control. The extent of planting will be on approximately 2.5 foot centers from control to -3 feet below control. Clump planting may be utilized with additional species to create an aesthetic view and habitat amenity.

4.2 MATERIALS

The contractor(s) shall be fully bonded to provide quality plants. The quality of all plants shall be at least equal to that outlined as Grade No. 1 Nursery Plants in Grades and Standards for Nursery Plants-Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Third Edition, 1973. In terms of the littoral zones plants, the accepted criteria shall be the current standard of the industry. All plants will be healthy and vigorous and shall conform to specifications.

The extended health of the littoral zone is dependent upon adequate water coverage and/or saturated soil. The littoral zone plantings will conform to the seasonal fluctuations of the surface water table as represented in these lakes.

4.3 MAINTENANCE

The maintenance program for the littoral zone will consist of semi-annual removal of exotic invasives both by mechanical and chemical means. Maintenance shall be initiated by the developer and perpetuated by the Oak Ridge Homeowner's Association. Only approved chemicals shall be used and special precautions shall be taken to prevent damage to beneficial native species.

Within six months after lake excavation, littoral zone planting will commence. They will be completed in accordance with the contract for installation and maintenance of plant materials.

5.0 WETLAND AREAS

5.1 LOCATION AND PRESERVATION

The existing on-site wetland which will be preserved, is indicated on the Final Development Plan. Except at the edge of the transitional wetland (see Section 5.3), a perimeter swale, landward of the preserved 25 feet upland transition zone, will intercept surface runoff to provide a high degree of ground infiltration and vegetative filtering. During high storm events, overflow of the spreader swale into the existing upland buffer will provide additional and substantial filtering and will mimic pre-development sheet flow.

5.2 TRANSITIONAL WETLAND ENHANCEMENT

The drainage impacted transitional wetland will be considered for possible vertical relocation or enhancement. Surface water management plans call for some runoff from adjacent building lots to assist in restoring a functional hydroperiod. However, due to the close proximity of the previously excavated canal, which will be expanded into a larger lake, the net effect of increased runoff is not expected to adequately restore historic (pre-canal) water levels. In order to achieve an enhanced water regime to this wetland, we propose to excavate the center of this wetland to a depth not to exceed the top of the hardpan or no greater than six feet. Additionally, we propose to periodically inundate the area with storm water from a staged swale connected to Lake D as shown on the Final Development Plan and Engineering Documents.

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One access point through existing upland vegetation, east of the site which will be the least environmentally damaging, will be utilized so that the equipment impact on surrounding plant communities is minimized. During the enhancement project, the top six to twelve inches of top soil and vegetation will be removed and stock piled for later replacement. The wetland will be excavated according to the final development plan at slopes of no greater than four horizontal to one vertical. Following excavation, the previously stockpiled topsoil/seed source will be layered-in to provide a suitable media for future plantings. All plantings will be according to the approved development plan and will include, but not be limited to, those plants previously described for lake littoral zone and transitional plantings.

5.3 MAINTENANCE

Wetland management procedures involve the proper design, installation, and maintenance of all the designated engineering, swales, and/or spreader berms at the control elevation of the preserved and enhanced wetlands. Semi-annual maintenance of all preserved wetlands by the Oak Ridge Homeowner's Association shall be supervised by an environmental professional or qualified biologist to identify any hydroperiod irregularities and invasive species settlement. Corrective action such as hand-pulling by boat or on foot will be done semi-annually, preferably during the dry season. This frequency of effort will maintain the existing wetlands in a healthy condition. Application of herbicides within the preserves will be limited to absolute necessities.

6.0 SHORELINE PROTECTION

6.1 LOCATION AND PRESERVATION

The 50 feet Shoreline Protection Zone along the Hidden River which will be preserved, is indicated on the Final Development Plan. A perimeter swale, landward of the upland edge of the zone will intercept surface runoff to provide a high degree of ground infiltration and vegetative filtering. During storm events, overflow of the spreader swale into the existing upland vegetation will provide additional and substantial filtering.

6.2 REMOVAL OF EXOTICS

Removal of exotic vegetation in the Shoreline Protection Zone will be limited to Australian pine (*Casuarina* spp.), Brazilian pepper (*Schinus terebinthifolius*), Melaleuca (*Melaleuca quinquinervia*), and Chinese Climbing Fern (*Lygodium microphyllum*). The former three will be either hand-pulled or cut and hand-removed to minimize impacts on adjacent vegetation. The stumps shall be sprayed with an approved herbicide to prevent regrowth. The Chinese Climbing Fern will be cut where it begins to climb large trees, left to die for 30 days, and then pulled from the trunks. In areas where it forms a thick blanket over the ground and no desirable vegetation exists, an approved herbicide shall be applied in repeated treatments until this exotic plant is eliminated. In areas where it is just starting to encroach, it will be hand pulled, removed from the area, and destroyed. It may become necessary to replant some areas which are barren from exotic removal. The thrust of revegetation efforts will be at the groundcover level so that a dense mat of vegetation can be established before exotics can become reestablished. Species may include but not be limited to:

<i>Spartina bakeri</i>	Cordgrass
<i>Acrostichum aureum</i>	Leather Fern
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Crinum americanum</i>	Swamp Lily
<i>Blechnum serrulatum</i>	Swamp Fern

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6.3 MAINTENANCE

Shoreline protection management involves the proper installation and maintenance of the spreader berm and swale at the proper elevation. Semi-annual maintenance of the protection zone by the Oak Ridge Home Owners association will be supervised by an environmental professional or biologist to identify any invasive species establishment. Corrective action such as hand-pulling on-foot will be done semi-annually. This frequency of effort will maintain the Shoreline Protection Zone in a healthy condition. Approved herbicidal applications within this preserve will be restricted to absolute necessities.

7.0 UPLAND PRESERVES

7.1 LOCATION AND PRESERVATION

The upland areas on site which will be preserved are indicated on the Final Development Plan. Grade changes adjacent to upland preserve areas will be engineered so that any cut or fill will either meet existing elevations prior to encroaching on any preservation area or be retained by a bulkhead approved by Martin County.

7.2 SPECIES OF SPECIAL CONCERN

A permit application was filed with the Florida Game and Fresh Water Fish Commission in August, 1989 to relocate the gopher tortoise (*Gopherus polyphemus*), Florida mouse (*Peromyscus floridanus*), gopher frog (*Rana aerolata*), and scrub lizard (*Sceloporus woodi*). The permit was granted October, 1989.

The intent of the plan described in the FGFWFC permit is to capture and relocate certain populations of gopher tortoise and related species from the developed areas to the 19+ acres of preserve provided on site and if needed, to an alternative site located in Martin County (Girl Scout Camp Welaka, adjoining Jonathan Dickinson State Park, Martin County, FL.).

A gopher tortoise field survey identified 135 burrows (active and inactive) on the Oak Ridge site. A conversation factor of .35 was used to determine the actual tortoise population on site: $135 \times .35 = 47.25 = 48$ tortoise. The FGFWFC estimate of .5 acre/tortoise yields 24 acres of habitat needed for 48 animals. Because just over 19 acres of preserve are provided and actual number of individuals encountered in the built area is as yet undetermined, up to 10 tortoise may be relocated off-site to the Girl Scout camp.

The gopher tortoise will be excavated from burrows by back-hoe and transported to relocation sites maintaining adherence to the FGFWFC Guidelines for Gopher Tortoise Relocation, dated February 1, 1988. Live trapping of Florida mouse and gopher frog will be concurrent with gopher tortoise trapping and relocation will be by similar methods.

No specific provisions for habitat enhancement is anticipated. Controlled burning is not allowed by the Martin County Fire Dept. in residential developments such as Oak Ridge. A "drum chop" or manual removal of the understory is not allowed due to limited activities in preservation areas. The FGFWFC has suggested, however, that the tortoise population can be well-maintained feeding in those cleared areas that are already planned for in the development scheme. Grass areas in the R.O.W.s, lake banks, easement areas and lawns are expected to be an abundant source of feed for the foraging tortoises.

7.3 PEDESTRIAN PATHWAY / PAR COURSE

One of the goals of the environmental management plan concept is to provide an appreciation of the plant and animal species which occur in the upland and wetland areas. To achieve this goal, a meandering pedestrian pathway shall be located in the ground cover and lower understory (of no greater than 10 feet in width) and will be opened through a portion of the upland preservation area. The middle understory and canopy vegetation shall remain intact where it exists or may be enhanced through additional plantings (see Sec. 3.2).

The ground cover will be pine bark, pine straw, or cypress mulch and shall be maintained without chemical control. No fertilizers will be utilized on or along this pedestrian pathway.

Additionally, "Par Course" exercise stations are proposed to be located along the pathway route at specific environmentally low-impact areas.

7.4 MAINTENANCE

Upland preserve area management involves the protection from destructive intrusions by man. No debris (i.e. garbage, plant clippings, wood scraps, etc.) shall be allowed in any preserve area. Domestic pets shall be leashed according to the Oak Ridge Homeowners Association documents and animal wastes shall be picked up by their owners at the time of deposition. Irrigation systems shall be designed to discharge away from all preserve areas so as not to increase natural precipitation.

Semi-annual maintenance of the upland preserve areas by the Oak Ridge Homeowners Association will be supervised by an environmental professional or biologist to identify any invasive species establishment. Corrective action by hand-pulling on foot will be done semi-annually. This frequency of effort will maintain the upland preserve areas in a healthy condition.

8.0 MONITORING

8.1 GENERAL

Monitoring of all preserve areas by the Oak Ridge Homeowners Association shall begin upon the completion of Phase I construction and continue semi-annually for a period of three years following completion of Phase III construction. An environmental professional or biologist shall have overall responsibility for the monitoring programs. Monitoring stations shall be located as noted on the site plan.

All maintenance procedures shall be in accordance with the "Oak Ridge Environmental Management Plan". No alteration shall occur within any designated preserve area without prior approval of Martin County.

8.2 LAKE LITTORAL ZONES

Semi-annual monitoring by the Oak Ridge Homeowners Association during March and September shall occur at two littoral zone stations. Panoramic photos will be made for each site at each station. Items noted will be the type of species, native-planted or native-invasive percent cover and presence of undesirable exotics.

8.3 WETLAND

Semi-annual monitoring during March and September shall occur at two wetland stations. Panoramic photos will be made for each site at each station. Percent cover of dominant species will be qualitatively assessed. Exotic invasive occurrences will be noted for species type and potential for increasing. An acceptable eradication method shall be recommended to the Oak Ridge Homeowners Association Board of Directors who shall direct maintenance personnel to implement method, as is needed, to keep out invasive species. Sequential monitoring will note the degree of success of eradication efforts.

8.4 SHORELINE

Semi-annual monitoring during March and September shall occur at one shoreline station. A panoramic photo will be made at the station. Exotic invasive occurrences will be noted for species type and potential for increasing. An acceptable eradication method shall be recommended to the Oak Ridge Homeowners Association Board of Directors who shall direct maintenance personnel to implement method, as is needed, to keep out invasive species. Sequential monitoring will note the degree of success of eradication efforts.

8.5 UPLAND PRESERVES

Semi-annual monitoring during March and September shall consist of observations made at random locations throughout the Oak Ridge preservation areas. Exotic invasive occurrences will be noted for species type and potential for increasing. An acceptable eradication method shall be recommended to the Oak Ridge Homeowners Association Board of Directors who shall direct maintenance personnel to implement method, as is needed, to keep out invasive species.

9.0 CONCLUSIONS

Through the proper and continued implementation of this plan by the Oak Ridge Homeowners Association, the preserve areas will be protected and enhanced.

EXHIBIT "E"

RULES AND REGULATIONS FOR
OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC.

All terms used in these Rules and Regulations shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Oak Ridge Homeowners Association, Inc., as same may be amended from time to time.

1. **Applicability to Guests, Renters, Employees and Lessees.** All rules and regulations and policies of the Board of Directors of Oak Ridge Homeowners Association, Inc., a Florida non-for-profit corporation ("Association") apply to all Unit Owners, guests, renters or lessees.
2. **Complaints.** Any complaint concerning rule violations shall be written and forwarded to the Association or presented to the Board of Directors at an Association Meeting.
3. **Nuisance.** No owner, guest, renter or lessee shall create or permit any disturbance, annoyance, or nuisance that will interfere with the rights, comforts or convenience of others.
4. **Offensive Pets.** Offensive pets may be removed by the Association after notice to the Owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney's fees. The number of pets allowed per Unit shall be restricted, in the sole determination of the Board of Directors, so as to avoid the creation of a nuisance. Pets governed by leash laws shall be confined to Owner's Unit when not on leash and accompanied by Owner. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from Oak Ridge.
5. **Garbage.** Garbage will be placed in receptacles out of view of all other Units and the Common Property.
6. **Clothes, Laundry, Banners or Similar Articles.** No clothes, laundry, banners or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within Owner's Unit out of view of all other Units, the Common Property.
7. **Bicycles, Toys, Garden Tools Etc.** Bicycles, toys, garden tools or clutter shall not be left outside Units in view of other Units, the Common Property at any time and such articles must be stored within the Owner's Unit inside the improvements constructed thereon.

8. **Recreational Activities.** Recreational activities shall be restricted to areas designated by the Board of Directors.

9. **Children and Pets, Etc.** Parents shall be responsible to the Association for any property damage to the Common Areas caused by their children or pets. Owners shall be responsible to the Association for any damage to Common Areas by their guests, renters, lessees, employees, children or pets. Owners shall be liable for all charges for damage along with any reasonable costs to the Association, including charges for recovery of attorney's fees involved in enforcement resulting from actions of such persons.

10. **Setbacks.** The setback requirements for all improvements to be constructed on any Unit shall be in conformance with the building setback requirements established by Martin County, Florida.

11. **Exterior Work.** No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of the improvements constructed on any Unit prior to 7:00 a.m. weekdays and prior to 8:00 a.m. weekends. All such work shall be completed on or before 7:00 p.m.

12. **Unit Occupancy.** No Unit may be occupied on a permanent basis by more than one (1) family comprised of the Owner's, their children and/or parents, unless otherwise specifically permitted by the Board of Directors.

13. **Barbecues.** Out-door barbecues, cookers or smokers shall be used within patio areas only.

14. **Motor Vehicle Repair.** There shall be no assembling or disassembling of motor vehicles upon any of the Common Property except for repairs to disabled vehicles such as the changing of tires or batteries. No maintenance or repair shall be performed upon any motor vehicle of any kind upon any Unit except within a building which is totally removed from public view.

15. **Hurricane Shutters.** Unit Owner's may install hurricane shutters when necessary, however, such shutters may not be permanent and must be of the type that may be completely removed and stored.

16. **Interior Window Treatments.** All interior window treatment such as drapes or blinds shall be of a white or light neutral color so as when viewed from the road or adjacent Unit it will be in harmony with the Community as a whole. No reflective windows or reflective window tinting shall be allowed.

17. **Parking.** No automobile, truck or other motor vehicle may be parked on any Street overnight. No automobile, truck or

other motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any areas which the Board of Directors may have designated as restricted for parking. Parking on the Common Property, other than Streets, shall only be allowed on designated parking areas.

18. Speed Limits and Traffic Signs. Speed limits and traffic signs will be posted throughout Oak Ridge by the Board of Directors. Any person violating any traffic regulations, depending on the severity of the violation, may be warned or fined and in certain cases, as determined by the Board of Governors in their sole discretion, driving privileges on the Common Property may be revoked.

19. Bicycles. Bicycles may only be ridden on paved Streets or roadways and/or bicycle paths, if any. Bicycles must be operated in a safe manner and in accordance with all traffic rules and regulations established by the Board of Directors from time to time.

20. Fishing. Fishing shall be allowed on that portion of the Common Property adjacent to the Owner's Unit and any of the lakes located within Oak Ridge. Fishing shall be allowed from other portions of the Common Property provided that no nuisance is created.

23. Boats. In no event shall any motorized boats of any type, be permitted on the lakes or other bodies of water located within Oak Ridge, nor shall any boats of any type be permitted to remain on any lawn or on Common Property adjacent to the lakes. However, non motorized boats such as canoes, paddle-boats and sailboats less then 13 feet in length are permitted?

23. Boat Repair. No maintenance or repair shall be performed upon any boat upon any Unit except within a building which is totally removed from public view.

24. Decks, Ramps, Platforms, Etc.: In no event shall any deck, ramp, platform, or any other structure be constructed or placed on, in or over any lake or other water bodies within Oak Ridge.

FILED FOR RECORD
MARTIN CO., FLA.
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MARSHA STILLER
CLERK OF CIRCUIT COURT
BY *CH* D.C.