



**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF EVERGREEN
f/k/a MID-RIVERS YACHT AND COUNTRY CLUB,
A PLANNED UNIT DEVELOPMENT**

The purpose of this Amended and Restated Declaration of Covenants, Conditions, and Restrictions is to continue the purpose of that certain Declaration recorded at Official Records Book 424, Page 1201 et. seq., and amended at Official Records Book 1102, Page 1203 et. seq., and Official Records Book 3232, Page 152, et. seq., Public Records of Martin County, Florida.

W I T N E S S E T H:

WHEREAS, that certain real property in Martin County, Florida, which is more particularly described as follows (hereinafter referred to as the "Property"):

The Northwest Quarter of Section 1, the North Half of Section 2, and the North Half of Section 3, Township 38 South, Range 40 East, Martin County, Florida, less and except the portion thereof lying Westerly of the Easterly right-of-way line of the Florida Turnpike, and also less and except the portion thereof lying Northerly of the Southerly right-of-way line of Canal C-23, and also less and except the right-of-way of West Murphy Road.

LESS AND EXCEPT THE FOLLOWING:

That portion of the Northwest Quarter of Section 1, Township 38 South, Range 40 East, Martin County, Florida, lying South of the Southerly right-of-way line of Canal C-23 and lying East of the Easterly right-of-way line of West Murphy Road.

was developed as a Planned Unit Development known as MID-RIVERS YACHT AND COUNTRY CLUB, now known as EVERGREEN (hereinafter referred to as the "Planned Unit Development"); and

WHEREAS, the plats for the Property have been recorded in Plat Book 7, Page 23, and Plat Book 7, Page 60 Public Records of Martin County, Florida (hereinafter referred to as the "Plats"); and

WHEREAS, an overall plan (hereinafter referred to as the "Plan") has been established for the improvement, development, management, operation and maintenance of the Planned Unit Development, and the Property and the Planned Unit Development is improved, developed, managed, operated and maintained in accordance with the Plan; and

WHEREAS, certain covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes have been placed upon the ownership, improvement, use and occupancy of each of the Parcels in the Planned Unit Development to insure the improvement, development, management, operation and maintenance of the Property and the Planned Unit Development in accordance with the Plan, which covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes shall run with the title to the Property and each of the Parcels in the Planned Unit Development and shall be binding upon each such Parcel and all persons acquiring title to any of the Parcels in the Planned Unit Development.

NOW, THEREFORE, the Property and each Parcel in the Planned Unit Development shall be leased, held, improved, sold, conveyed, mortgaged, used and occupied subject to the following covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes which are for the purpose of protecting the value and durability of and which shall run with the title to the Property and each Parcel and shall be binding upon all parties having any right, title, or interest in the Property or the Parcels or any part thereof, their heirs, personal representatives, successors and assigns, and shall come to the benefit of each Owner thereof, and the following covenants, restrictions, limitations, conditions, reservations, charges, easements and servitudes have been impressed upon the Property and each Parcel and the ownership, improvement, use, sale, leasing, mortgaging and occupancy thereof:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Evergreen Property Owners Association, Inc. (formerly known as Mid-Rivers Property Owners' Association, Inc.), a Florida non-profit corporation, its successors and assigns.

Section 2. "Club" shall mean and refer to the owner of the Golf Course Area.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel in the Planned Unit Development which is a part of the Property.

Section 4. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereof as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all the real property and improvements owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be such areas as shown on the Plats designated "Common Area."

Section 6. "Golf Course Area" shall mean and include all the real property and improvements conveyed to Club, as shown on the Plan and designated "Golf Course Area" or "Golf Course Maintenance Area."

Section 7. "Parcel" shall mean and refer to any numbered plot of land shown upon the recorded Planned Unit Development Plan of the Property, with the exception of the Common Area or Golf Course Area or roads.

Section 8. "Common Expenses" shall mean and refer to those expenses for which Owners are liable to the Association and include:

- (a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Area and Common Facilities, including but not limited to:
 - (i) Fire and other casualty and liability insurance on the Common Area and Common Facilities and Workmen's Compensation Insurance as provided herein.
 - (ii) Administrative costs of the Association, including professional fees and expenses.
 - (iii) Costs and maintaining, repairing and replacing the streets and the cost of any street lighting.
 - (iv) The costs incurred in the maintenance, upkeep and replacement of all lawns and landscaping within the Common Areas.
 - (v) The cost of utilities for the Common Areas.
 - (vi) The costs of utilities which are not separately metered to the individual Planned Unit Development Parcels.
 - (vii) Labor, materials and supplies used in conjunction with the Common Areas.
 - (viii) The cost of such additional land, improvements and other property as may be purchased by the Association through the action of its Board of Directors.
 - (ix) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, managing, repairing, replacing, protecting and conserving the Planned Unit Development, the Association property and in carrying out its duties and responsibilities as

provided by this Declaration, the Articles of Incorporation and Bylaws.

- (b) All costs and expenses incurred in the maintenance, repair, operation and replacement of all streets, pipes and drains, except such lines, pipes and drains located within any Parcel.
- (c) Expenses declared common expenses by provisions of this Declaration, Articles of Incorporation or Bylaws of the Association.
- (d) Taxes on property owned by the Association
- (e) Insurance on property owned by the Association.

Section 9. "Common Facilities" shall mean and refer to all those structures, improvements, fixtures, facilities, machines, equipment and all items of personal property owned by the Association for the benefit of the Owners.

ARTICLE II

PROPERTY RIGHTS

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

- (a) The right of the Association to suspend the voting rights and rights to use the Common Area and Facilities by any Owner for any period during which any assessment against his Parcel remains unpaid; and
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least eighty percent (80%) or at least two hundred forty (240) of the Owners agreeing to such dedication or transfer has been recorded in the Public Records of Martin County, Florida.

Section 2. Easements. Each of the following easements are hereby reserved in perpetuity and otherwise created and conveyed in favor of each Parcel, the Association, the Club, the Owners and others, as indicated, and are covenants and servitudes running with the title to the Property and the Planned Unit Development and may not be amended or revoked without the unanimous consent of the Association and benefited parties.

- (a) Utilities. As set forth on or in the Plat and within all street and Road Rights of Way as may be required for utility services in order to

adequately serve the Planned Unit Development, all Parcels, all improvements and all portions thereof including the 10 foot utility easement along the front of each lot as indicated on the Plats.

- (b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across Common Areas, any sidewalks, roads and streets, as the same may, from time to time, exist, and for vehicular traffic over, through and across the streets and roads within the Planned Unit Development.
- (c) Emergency Vehicles. The right of all lawful emergency vehicles and equipment to pass over and across all portions of any Common Area and the road and streets.
- (d) Maintenance and Repair. The right to enter over, through and upon all portions of any Common Area for the purpose of maintaining, repairing and replacing such Common Area or Common Facilities.
- (e) Drainage. The right to enter over, through and upon all portions of any Common Area, or Golf Course Area for purposes of maintaining the community drainage plan, or modifying or improving said drainage plan as may be reasonably required including drainage easements over Parcels as indicated in the Plats.
- (f) Out of Bounds Easement. An easement of forty (40) feet is hereby expressly reserved over the rear of all lots abutting fairways in the golf course for the use of the golf course. This easement shall be maintained by the Club, and no improvements may be erected upon this easement by the owner of the affected fairway lot. Said easement is indicated on the Plats as "Drainage, Safety and Buffer Easement."
- (g) Perimeter Security. The right to enter over, through and upon all portions of the easement as set forth on the Plats surrounding the perimeter of the Planned Unit Development for the purpose of erecting or maintaining such hedges or fences as may be deemed desirable for the security of the Planned Unit Development. Said easement is indicated on the Plats as "Drainage, Security and Buffer Easement."
- (h) Private Access to Golf Course and Canal Right-of-Way. The right of all Owners to pass over and across the two twenty foot easements as shown on the Plats for ingress and egress from the roadway to the canal right-of-way, and the right of club members to pass over and across the twenty foot easements as shown on the Plats from the roadway to the Golf Course Area. Said easements are indicated on the Plats as "20 foot Private Access Easements."

- (i) Other. Those other easements, if any, shown on the Plats. See Article X herein below.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of any Common Areas and Common Facilities to members of his family, tenants or contract purchasers who reside on the property.

ARTICLE III

ASSOCIATION

Section 1. Association. The operation of the Planned Unit Development (other than the Golf Course Area) shall be by Evergreen Property Owners Association, Inc., (formerly known as Mid-Rivers Property Owners' Association, Inc.,) a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

Section 2. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "A".

Section 3. Bylaws. The administration of the Association and the operation of the Property and the Planned Unit Development shall be governed by the Bylaws, a copy of which is attached as Exhibit "B".

Section 4. Powers. The Association shall have all of the powers and duties reasonably necessary to manage and operate within the Planned Unit Development as set forth in this Declaration and the Articles of Incorporation and the Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires ownership or other possessory or use interest in real and personal property, including, but not limited to marinas and other recreational facilities intended to provide for the enjoyment, recreation or other use or benefit of Owners and to declare the expenses of operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of facilities as may be desired.

Section 5. Members. Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment, nor may such membership be encumbered or transferred except in conjunction with the Parcel to which it is appurtenant. The Association shall have one class of voting membership comprised of the Owners in the Planned Unit Development. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel.

Section 6. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to operate and maintain and repair parts of the Planned Unit Development, the Association shall not be liable to Owners for the injury or damage caused by any latent condition of the Property to be maintained by the Association, or caused by the elements or other Owners or persons.

Section 7. Restraint Upon Assignment of Shares and Assets. The equal share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Parcel.

Section 8. Transfer of Membership. A transfer of Parcel shall automatically transfer the membership in the Association appurtenant to it.

Section 9. All Owners Equal. Each Parcel and the Owner thereof shall be responsible for 1/299th of all assessments by the Association and shall have an equal undivided 1/299th interest in the Association.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Parcel by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an equal 1/299th share of: (1) annual assessments or charges for common expenses, and (2) special assessments, for capital improvements, such assessments to be established and collected as hereinafter provided. The unpaid annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Said lien shall also secure all reasonable costs and attorneys' fees (whether for trial, appellate or other legal services) incurred by the Association incident to the collection of such charges or enforcement of such lien. Said lien shall be effective only from and after the time the Association shall record a claim of lien in the Public Records of Martin County, Florida, stating the description of the Parcel, the name of the record owner(s) and the amount due. The lien shall continue in full force and effect until all sums secured thereby are paid in full. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien. Said lien shall be enforceable by the Association, at its option, either in the same manner provided by the law for the foreclosure of mortgages on real property or for the enforcement of special assessment liens for local improvements or as otherwise allowed by law. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but this shall not be deemed to impair the lien for such assessments on the Parcels. Each Parcel and each Owner of

a Parcel shall be and are hereby made liable to the Association for a 1/299th share of all such assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the convenience, recreation, health, safety, security and welfare of the residents in the Property, in payment of the common expenses and for the operation, improvement and maintenance and replacement of the Common Area and Common Facilities.

Section 3. Special Assessments for Capital Improvements or Emergencies. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property, or of the Common Facilities or any common expenses of emergencies that cannot be paid from the annual assessments, provided that any such assessment shall have the assent of at least eighty percent (80%) or at least two hundred forty (240) of the members.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Parcels, which shall be an equal 1/299th thereof, and may be collected on a monthly, quarterly or other convenient basis as determined by the Association.

Section 5. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be furnished to every Owner subject thereto. The due dates shall be established by the Board of Directors and set forth in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid.

Section 6. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property or take any other action allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on a Parcel recorded prior to the time the claim of lien on such Parcel is recorded by the Association. The sale or transfer of any Parcel shall not affect the assessment lien. However, in the event of the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, the liability of a first mortgagee or its successor or assignee for unpaid assessments that became due before acquisition of title, shall be as provided by Florida

Statute 720.3085 as amended from time to time. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof. In the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release such subordinate claim of lien.

ARTICLE V

MAINTENANCE

Section 1. Generally. The responsibility for the maintenance of the Property shall be as hereinafter provided.

Section 2. By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (a) All portions of any Common Area and all improvements and personal property therein or thereon.
- (b) All equipment, conduits, lines, mains, ducts, plumbing, wiring, and other appurtenances and facilities for the furnishing of water, sewer, drainage and other utility services to the Planned Unit Development, except where said facilities are solely for the benefit of the Golf Course area or for a single lot.
- (c) All of the lawns, landscaping and landscaped areas of all Common areas.
- (d) All private roads, streets and rights-of-way within the Planned Unit Development on which Owners of Parcels have easements.

Section 3. By the Club. The Club shall maintain, repair and replace at the Club's expense:

- (a) All portions of the Golf Course Area and all improvements and personal property therein or thereon.
- (b) All equipment, conduits, lines, mains, ducts, plumbing, wiring, and other appurtenances and facilities for the furnishing of water, sewer, drainage and other utility services to the Golf Course Area, or the properly ratable share of the cost of said facilities if they serve both the Golf Course Area and other parts of the Planned Unit Development.

- (c) The ratable share of the cost of maintaining the private roads, streets, and rights-of-way within the Planned Unit Development on which the Club has easements, its ratable share of the cost of maintaining security, which will service the Golf Course Area as well as the lots, and its ratable share of the cost of providing street lighting or other services, utilities, or appurtenances serving the Golf Course Area as well as the lots and Common Area. Said ratable share chargeable to the Club shall be paid by the Club to the Association. The appropriate ratable share chargeable to Club has been established by an agreement executed by Club and Association.

Section 4. By the Owner. The Owner shall maintain repair and replace at the Owner's expense all portions of the property and improvements and personal property thereon as are owned exclusively by each Owner.

ARTICLE VI

INSURANCE

Section 1. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.

Section 2. Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

Section 3. Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.

Section 4. Premiums. Premiums upon insurance policies purchased by the Association providing insurance protection for the Common Area and Common Facilities shall be paid by the Association as a common expense.

ARTICLE VII

COVENANT FOR MARTIN COUNTY, FLORIDA

The Association shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Area) without first receiving approval from the Board of County Commissioners of Martin County, Florida (herein the "Board"). The Board, as a condition precedent to the dissolution or disposal of Common Area may require dedication of common open areas or utilities to the public as deemed necessary. In the event that the

Association (or any successor organization) fails at any time to maintain the roads, streets, rights-of-way or Common Area of the Planned Unit Development in reasonable order and condition in accordance with the approved Final Development Plan for the Planned Unit Development, then the Board can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the Planned Unit Development, which notice shall set forth the manner in which the organization has failed to maintain the roads, streets, rights-of-way or Common Area 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 such organization appear before the Board 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 or to show cause why it cannot remedy such failure within the thirty-day (30) period. If such failure has not been remedied within the thirty day period or such longer period as the Board may have allowed, then the Board, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the roads, streets, rights-of-way or Common Area from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the Planned Unit Development and shall be published one time in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the Board may determine that it is or is not advisable for the County to enter upon such roads, streets, rights-of-way or Common Area, take non-exclusive possession of them and maintain them for one year. Such entry, possession and maintenance when followed in accordance with the above procedure shall not be deemed a trespass. Such entry, possession and maintenance shall not be construed to give to the public or the County any right to use the roads, streets, rights-of-way or Common Area. The Board may upon public hearing, with notice given and published in the same manner as above, return possession and maintenance thereof to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods. The cost of such maintenance by Martin County, mentioned above, shall be assessed ratably against the properties within the Planned Unit Development that have a right to enjoyment of the roads, streets, rights-of-way or Common Area and shall become a charge or lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

ARTICLE VIII

USE RESTRICTIONS

Section 1. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land included in the Planned Unit Development any nuisance of any kind or character.

- (a) No rubbish, garbage or cans, debris or material shall be deposited on any of the land included in said Planned Unit Development except building material during the course of construction on the site.
- (b) No animals, birds or fowl shall be kept in the Planned Unit Development; provided, however, that dogs, cats and pet birds, may be kept on any lot in reasonable numbers as pets for pleasure and use of the occupants of said lots but not for any commercial use or purpose. Dogs must be walked on leashes or may be fenced on lots with written approval of the Association. Pet birds must be kept in cages.
- (c) The Association reserves the right to care for vacant or unimproved or unkept lots in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Association to keep the property, and the land, contiguous and adjacent thereto, neat and in good order and charge same against the Owner of said lot or lots.
- (d) Laundry drying areas, garbage cans and recycle bins shall be properly and adequately screened from any ground level view.

Section 2. Except for authorized pickup trucks and sport utility vehicles, no parking of trucks or trailers or boats or other recreational vehicles shall be permitted on streets or lots except for delivery or pickup, or out of view in garages. Authorized pickup trucks are standard pickup trucks up to $\frac{3}{4}$ ton capacity, with no visible commercial signage or lettering; no altered suspension system; no dual tires or more than two axles; and no raised chassis.

Section 3. No sign of any character shall be erected, pasted, posted or displayed upon or about any lot or on part of said lot or building without the written permission of the Association, and it shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

Section 4. The following areas, lots and parcels in said Planned Unit Development are classified and are to be used for the following purposes, to-wit:

- (a) Single Family Residences: Lots 1 to 299, inclusive, may be used for single family residence purposes only. No trade, business, professional or commercial activity may be conducted in or from any Parcel, except that an Owner or occupant residing in a Parcel may conduct business activities within the Parcel so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons

coming into the community who do not reside in the community or door-to-door solicitation of residents in the community; and (d) the business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the community as may be determined in the sole discretion of the Board. No building or buildings of any kind whatsoever shall be erected or maintained on any lot, except one private dwelling house designed and constructed for use by a single family and a private garage for the sole use of the respective owner of the lot upon which the garage is located. Detached sheds, greenhouses or other outbuildings are prohibited.

- (b) Golf course area and golf course maintenance areas may be used for a Country Club and golf course, tennis courts or pools, and other recreational purposes with the usual buildings, facilities and services incident thereto, under the exclusive control of the Club.
- (c) Subject to approval by Association, a single residence can be built on a site including more than one lot, but in no event shall construction of a residence upon a site which constitutes less than one lot be permitted.

Section 5. Golf Carts shall not be operated on the Common Area by any unlicensed person or any person under the age of sixteen (16).

ARTICLE IX

APPROVAL OF PLANS

Section 1. No building, fence, hedge, wall, walk, pier, dock, seawall or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location of structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association. The Association may charge a fee for discharging the duties under this Article IX. Approvals shall be valid for one year following the date of approval and will expire at that time. The Association shall have the right to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable in its opinion, for aesthetic or any other reasons, and in so passing upon such plans, specifications, and grading plan, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

Section 2. The Association shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Planned Unit Development and the Association's judgment and determination shall be final and binding. With the approval of the location and plan by Association, a building may be erected upon more than one lot.

Section 3. The Association shall require that all homes have a minimum of 1,800 square feet of living space, excluding garage, porches and patios. Front set-back lines from street right-of way will be 120 feet. Side set-back lines must be a minimum of 30 feet. Set-back lines from rear golf course easement line must be a minimum of 20 feet to pool enclosure, 30 feet from other building structures. Exceptions may be granted by the Association for all set-back restrictions.

Section 4. No garage door may face any street except in case of a corner lot location.

Section 5. Roofs must be tile, metal, architectural asphalt tile or wood shingles with a minimum pitch of 6 to 12.

Section 6. Exceptions may be granted where warranted by design or other considerations, in the discretion of the Association.

ARTICLE X

EASEMENTS

Section 1. An easement and right-of-way is hereby expressly reserved in and over a strip ten (10') feet in width along the front line of all lots wherever the same is designated "utility Easement" on the Plat for the erection, construction and maintenance of poles and wires, and clearing of trees and pruning of branches, or the construction and maintenance of conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of storm water drains, land drains, public and private pipe lines for supplying gas and water and for the construction and maintenance of any other public or quasi-public utility or fence. The Association shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and right-of-way have been reserved.

Section 2. An easement of 40 feet is hereby expressly reserved over the rear of all fairway lots for the safe use of the golf course, and for construction and maintenance of storm water drains, land drains, or swails. This right-of-way shall be maintained by the Club.

Section 3. There shall be private access easements of 20 feet as shown on the filed Plat for ingress and egress from roadways to canal and golf course.

Section 4. Easements, set forth in Article II, Section 2, above.

ARTICLE XI

RIGHT TO ABATE VIOLATIONS

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

ARTICLE XII

RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land and shall come inure to the benefit of, and be enforceable by the Association, Club or the Owner of any land included in said Planned Unit Development and failure to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Any expense incurred in enforcing the provisions herein contained or charges incurred by the Association pursuant to Article VIII, Section 1 (c) or Article XI, above, shall be paid by the defaulter, and shall be collectable, or shall be a lien on affected property, in the same manner as provided for collection of an individual owner's share of common expenses.

ARTICLE XIII

AMENDMENTS

This Declaration may be amended upon approval by at least 66 2/3% of those Members voting on an amendment (one vote per Lot), provided that at least 150 votes are cast. Members may vote in person or by proxy at a membership meeting or by written consent.

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Evergreen, formerly known as Mid-Rivers Yacht and Country Club, has been approved by written consent of at least sixty-six and two-thirds percent (66 2/3%) of those Members voting, with at least 150 Members voting.

The undersigned, Evergreen Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 9th day of February, 2022.

WITNESSES AS TO PRESIDENT:

Cheryl Marciano
Print Name: Cheryl Marciano

Jennifer Rouse
Print Name: Jennifer Rouse

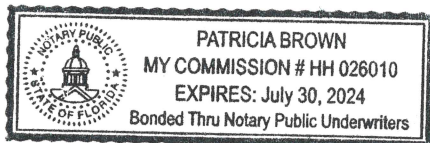
EVERGREEN PROPERTY OWNERS ASSOCIATION, INC.

By: David Regan
DAVID REGAN, President

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by David Regan, as President of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 2/9, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07-30-2024

WITNESSES AS TO SECRETARY:

Cheryl Marciano
Print Name: Cheryl MARCIANO
Jennifer Rouse
Print Name: Jennifer Rouse

EVERGREEN PROPERTY OWNERS ASSOCIATION, INC.

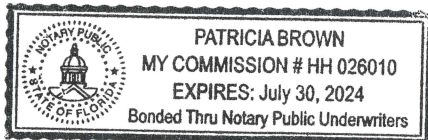
By: Debra J. Hofer
Debra J. Hofer, Secretary



STATE OF FLORIDA
COUNTY OF man

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Debra Hoefler, as Secretary of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 2/9, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07-30-2024

EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EVERGREEN PROPERTY OWNERS ASSOCIATION, INC.
A Florida Corporation Not for Profit**

The purpose of this Amended and Restated Articles of Incorporation is to continue the purpose of the Articles filed with the Secretary of State on August 18, 1977 and amended on August 16, 1985 and June 10, 2021.

ARTICLE 1.
Name and Address

1.1) **Name.** The name of this corporation is EVERGREEN PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit. (For convenience corporation shall hereinafter be referred to as the "Association.")

1.2) **Address.** The Principal office of the Association shall be as designated by the Board of Directors from time to time.

ARTICLE 2.
Purpose

2.1) **Purpose.** The general purpose for which the Association is organized is to provide an entity pursuant to the ordinances of Martin County, Florida, for the maintenance, operation and management of Evergreen, formerly known as MID-RIVERS YACHT AND COUNTRY CLUB, a Planned Unit Development (herein the "Planned Unit Development"), located in Martin County, Florida.

2.2) The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, operation and management of the roads, streets, rights-of-way and Common Area within that certain tract of property located in Martin County, Florida, known as Evergreen, formerly known as MID-RIVERS YACHT AND COUNTRY CLUB, a Planned Unit Development (herein referred to as the "Property").

2.3) **Distribution of Income.** The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

ARTICLE 3.
Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of that certain Declaration of Covenants, Conditions and Restrictions applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court for Martin County, Florida, as the same may be amended from time to time, or these Articles of Incorporation.

3.2) Specific Powers. The Association shall have all of the powers and privileges reasonably necessary to maintain, manage and operate the Planned Unit Development pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments against the members who are Owners in the Planned Unit Development pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of at least sixty-six and two-thirds percent (66 2/3%) or two hundred (200) of its members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area shown on the Plat to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by at least eighty percent (80%) or at least two hundred forty (240) of the members, agreeing to such dedication, sale or transfer, and recorded in the public records of Martin County, Florida;

(f) Participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall

have the assent of at least eighty percent (80%) or at least two hundred forty (240) of the members;

(g) To use the proceeds of assessments in the exercise of its power and duties;

(h) To maintain, repair, replace, manage, and operate the property;

(i) To purchase insurance upon the property and insurance for the protection of the Association and its members as Owners;

(j) To make and amend reasonable rules and regulations respecting the use of the property in the Planned Unit Development; provided, however, that all such rules and regulations and amendments thereto shall be approved at least 66 2/3% of those Members voting on an amendment, provided that at least 150 votes are cast (one vote per Lot). Members may vote in person or by proxy at a membership meeting or by written consent;

(k) To enforce by legal means the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association and the rules and regulations, if any, for use of the property of the Planned Unit Development;

(l) To contract for the management of the Planned Unit Development and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of Directors or the membership of the Association;

(m) To employ personnel to perform the services required for proper operation of the Planned Unit Development;

(n) Upon the vote of at least eighty percent (80%) or at least two hundred forty (240) of the members, to acquire or enter into agreements whereby it acquires ownership or other possessory or use interest in real and personal property, including, but not limited to, marinas and other recreational facilities, whether or not contiguous to the lands of the Planned Unit Development, intended to provide for the enjoyment, recreation or other use or benefit of its members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

(o) To purchase Parcels in the Planned Unit Development and to acquire and hold, lease, mortgage and convey the same, subject, however, to the provisions of the Declaration and Bylaws relative thereto.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the

provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE 4. Members

4.1) Members. The members of the Association shall consist of all of the record owners of Parcels in the Planned Unit Development from time to time.

4.2) Change of Membership. Change of membership in the Association shall be established by the recording in the Public Records of Martin County, Florida, of a deed or other instrument establishing a change of record title to a Parcel in the Planned Unit Development and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Share of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Parcel.

4.4) Voting. There shall be only one class of voting ownership. The Owner of each Parcel shall be entitled to at least one vote as member of the Association. The exact number of votes to be cast by Owners of a Parcel and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5. Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

ARTICLE 6. Officers

6.1) Officers. The affairs of the Association shall be administered by a President, Vice President, Secretary and Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7.
Indemnification

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8.
Bylaws

8.1) Bylaws. The Bylaws of the Association shall be adopted by the First Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9.
Amendments

9.1) Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Such approvals must be by not less than at least 66 2/3% of those Members voting on an amendment (one vote per Lot), provided that at least 150 votes are cast. Members may vote in person or by proxy at a membership meeting or by written consent.

ARTICLE 10.

Term

10.1) Term. The term of the Association shall be perpetual.

ARTICLE 11.

Registered Agent

11.1) Registered Agent. The street address of the Association's registered office and the name of its Registered Agent at such address shall be as designated by the Board of Directors from time to time.

These Amended and Restated Articles of Incorporation for Evergreen Property Owners Association, Inc were approved by written consent of at least sixty-six and two-thirds percent (66 2/3%) of the Members voting, with at least 150 Members voting, which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 9th day of February, 2022.

WITNESSES AS TO PRESIDENT:

EVERGREEN PROPERTY OWNERS
ASSOCIATION, INC.

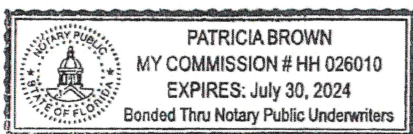
Print Name: Cheryl Mancini

By: David Regan, President

Print Name: Patricia Brown
STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by David Regan, as President of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 2/9, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07/30/2024

WITNESSES AS TO SECRETARY:

Cheryl Manciano
Print Name: Cheryl Manciano

Karen M. DeGerso
Print Name: Karen M. DeGerso

STATE OF FLORIDA
COUNTY OF marion

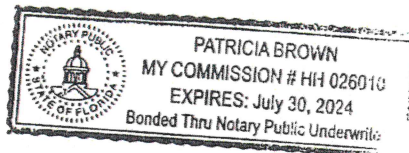
EVERGREEN PROPERTY OWNERS
ASSOCIATION, INC.

By: Debra T. Haefler, Secretary



The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Debra Haefler, as Secretary of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 2/9, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07/30/2024



EXHIBIT B
AMENDED AND RESTATED
BY-LAWS
OF THE
EVERGREEN PROPERTY OWNERS ASSOCIATION, INC.

The purpose of these Amended and Restated Bylaws is to continue the purpose of the Bylaws recorded at Official Records Book 424, Page 1278, et. seq. and amended at Official Records Book 654, Page 1413 et. seq. and Official Records Book 3233, Page 155 et. seq., Public Records of Martin County, Florida.

I

IDENTITY

1. The Evergreen Property Owners Association, Inc., was formerly known as Mid-Rivers Property Owners Association, Inc.
2. The Evergreen Property Owners Association, Inc., as established by the Declaration of Covenants, Conditions and Restrictions is the only property owners association authorized to represent the 299 parcels and owners thereof.
3. The seal of the Association shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation, an impression of which follows:
4. The office location of the Association shall be as designated by the Board of Directors from time to time.
5. The fiscal year of the Association shall be April 1 through March 31.

II

DEFINITIONS

"Association" shall mean and refer to The Evergreen Property Owners Association, Inc., a Florida non-profit corporation, its successors and assigns.

"Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Mid-Rivers Yacht and Country Club, (now known as Evergreen) a Planned Unit Development, recorded in the Public Records of Martin County, Florida, OR 424 page 1252.

“Common Areas” shall mean and refer to all real property and improvements owned by the Association for the common use and enjoyment of the Owners; whether designated on the plat as Common Area or Limited Common Area.

“Parcel” shall mean and refer to any plot of land to be used for residential purposes as shown in the recorded Planned Unit Development plat of the Properties.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel which is part of the Properties.

“Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court for Martin County, Florida; as amended from time to time.

“Member” shall mean and refer to each of those persons entitled to membership in the Association as provided in the Declaration.

III

MEMBERSHIP

1. Member: Every Owner of a Parcel in the Evergreen Planned Unit Development shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel, nor may such membership be encumbered or transferred except in conjunction with the Parcel to which it is appurtenant.
2. Transfer of Membership: A transfer of a Parcel shall automatically transfer the membership in the Association appurtenant to it.
3. Owners Equal: Each Parcel and each owner thereof shall be responsible for 1/299th of the assessments by the Association and shall have an equal undivided 1/299th interest in the Association.

IV

ELECTION OF DIRECTORS

1. Number: Until changed by By-law amendment, the Board of Directors shall consist of five (5) members who shall be elected by the membership of the Association. The Directors shall serve staggered three (3) year terms.
2. Election: Election of Directors shall be held in accordance with Article VIII below, at the Annual Members Meeting or in case of emergency at a special meeting called for that purpose.

- a. The election shall be by ballot and by a plurality of votes cast, each member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- b. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors. The individual selected as the replacement Director shall perform in that capacity until the expiration of the term.
- c. Any Director may be removed by concurrence of a majority of the Members in accordance with Florida Statute 720.303 (10)(2021) as amended from time to time.
- d. Each Director's term of service shall extend until the next Annual Members Meeting held at the expiration of that Directors term, and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

V

DIRECTORS MEETINGS

- 1. The organizational meeting of the Board of Directors, after an election, shall be held within ten (10) days of the election (in whole or part) at such place and time as shall be fixed by the Directors at the meeting at which the election took place. No further notice of the organizational meeting shall be necessary.
- 2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic transmission at least three (3) days prior to the meeting.
- 3. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or electronic transmission at least three (3) days prior to the meeting, which notice shall state the time, place and purpose of the meeting.
- 4. Directors Meetings Open: All meetings of the Board of Directors shall be open to all Members (Owners); except as provided by Florida Statute 720.303(2)(2021) as amended from time to time.
- 5. Notice to Owners: Notices of all meetings of the Board of Directors "To the Attention of All Owners" shall also be posted conspicuously on the Planned Unit Development property at least forty-eight (48) hours in advance, except in an emergency or as otherwise provided by statute.

6. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. This clause does not relieve the Secretary or other designated officer from providing Directors Meeting notice to the other Directors and to the general membership.

7. A quorum at the Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, these By-Laws or statute.

8. Adjourned Meetings: If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

9. Joinder in Meeting By Approval of Minutes: The joinder of a Director in the action of a meeting by signing and concurring with the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

10. Electronic Joinder: Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone, electronic transmission or similar communications equipment by means of which all persons can hear each other at the same time, such participation shall constitute presence in person.

11. The presiding officer of the Directors meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

12. Parliamentary Rules: Robert's Rules of Order (newly revised) shall govern the conduct of the Association meetings when not in conflict with Florida Statutes, the Declaration, Articles of Incorporation or these By-Laws.

13. The suggested order of business at the Directors' meetings shall be:

- a. Calling of Roll
- b. Presentation of Due Notice of Meeting
- c. Reading and Disposal of Any Unapproved Minutes
- d. Reports of Officers and Committees
- e. Election of Officers
- f. Unfinished Business
- g. New Business
- h. Adjournment

VI

DIRECTORS POWERS AND DUTIES—ADMINISTRATIVE

1. Directors' Compensation: Directors, as such, shall receive no compensation for their services.

2. Powers and Duties of the Board of Directors: All of the powers and duties of the Association existing under the Declaration, Articles of Incorporation, these By-Laws or statute shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Owners when such is specifically required. The Board of Directors shall have all powers and duties set forth in the Declaration, Articles, these By-Laws and statute, and all of the powers and duties reasonably necessary to operate the Planned Unit Development pursuant to the Declaration and as it may be amended from time to time, including but not limited to:

a. Adoption and publishing of rules and regulations governing the use of the Common Area and Common Facilities, the personal conduct of the members and their guests thereon, and the establishment of penalties (including suspension) for infractions thereof.

b. Uniform enforcement of the property rights and restrictions as called out in the Declaration by lien if applicable, by legal proceeding, or by any other remedy the Board may have.

c. Cause the Common Area and Common Facilities to be operated, maintained, repaired or replaced.

d. Levy and collect a charge for all architectural and engineering fees incurred or expended in discharging duties under Article IX in the Declaration, the owner applying for approvals required under said Article shall pay such charges upon receipt of written decision of the Board of Directors.

e. Suspend the voting rights of a member during any period in which the member shall be in default in excess of ninety (90) days in the payment of any assessment or charge levied by the Association.

f. Cause minutes of all Board of Directors' and Members' Meetings to be kept in the Corporate Records. The minutes shall be available for inspection by Owners and Board members at all reasonable times.

g. Cause adequate books, records and papers to be kept of Association transactions and communications. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by Owners and Board members at all reasonable times. Copies of these documents may be purchased from the Association at reasonable cost.

h. Employ a manager, an independent contractor or such other employees as they deem necessary and then prescribe their duties.

i. Supervise all officers, agents and employees of the Association to see that their duties are properly performed.

VII

DIRECTORS POWERS AND DUTIES—FISCAL

1. Shall cause to be kept a complete financial record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

2. As more fully provided in the Declaration:

a. Fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period.

b. Send written notice of the annual assessment to all owners not less than ten (10) days and not more than thirty (30) days prior to the Annual Members Meeting.

c. Foreclose the lien against any property for which assessments are not paid or to bring legal action against the Owner personally obligated to pay the same, or to exercise any other remedy the Association may have.

3. Procure and maintain adequate liability and hazard insurance on property owned by the Association. Procure adequate liability insurance for the Association Directors and Officers.

4. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented with the following provisions:

a. Accounts: The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, if any, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to be added to reserves.

(2) Such reserves as members authorize for deferred maintenance items that occur less frequently than annually.

(3) Such reserves as members authorize for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments as members authorize which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(5) Except for reserves authorized by a majority of the members in accordance with Florida Statute 720.303(6)(d)(2021) as amended from time to time, there shall be no mandatory requirement upon the Board of Directors to set up reserves. If the Board of Directors determines there is a need for a reserve it may establish a reserve in the annual budget.

b. Annual Budget: The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the anticipated current common expenses and unpaid operating expenses previously incurred and to provide and maintain funds for:

(1) Such reserves that were previously provided for and approved by the members, if any, and

(2) Such reserves that are established by the Board of Directors.

Such budget shall be mailed to members together with the notice of annual meeting.

c. Assessments: Assessments against the members for their share of the annual budget shall be made by the Board of Directors annually at least thirty (30) days before the beginning of the fiscal year for which the assessments are made. Such assessments shall be due and payable within thirty (30) days of the date of assessment.

d. Special Assessments for Capital Improvements or Emergencies: Assessments for Capital Improvements or for common expenses of emergencies that cannot be paid from the annual assessments for common expenses, shall be made as provided in the Declaration.

5. The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors or by electronic withdrawals or wire transfers authorized by such persons as are authorized by the Directors.

6. Financial reports shall be provided annually as required by Florida Statute 720.303(7)(2021) as amended from time to time.

7. Fidelity bonds shall be required by the Board of Directors for all personnel responsible for Association funds. The amount of such bonds shall be determined by the Directors in accordance with statute. The premiums on such bonds shall be paid by the Association.

8. Upon the vote of at least eighty percent (80%) or at least two hundred forty (240) of the members, the Association may acquire or enter into agreements whereby it acquires ownership or other possessory or use interests in real and personal property, including but not limited to, marinas and other recreational facilities, whether or not contiguous to the Planned Unit Development, for the enjoyment, recreation or other use of benefit of the members; and the expense of rental, membership fees, operations, replacements or other undertakings in connection therewith shall be part of the common expenses. The Board of Directors of the Association may adopt covenants and restrictions relating to the use of such facilities.

VIII

MEMBERS MEETING

1. The Annual Meeting shall be held in March of each year at a date, time and place designated by the Board of Directors for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members. The members shall meet at least once in each calendar year.

2. Nominating Committee: The Board of Directors shall, at least three (3) months prior to the Annual Members Meeting, appoint a Nominating Committee of five (5) members (none of whom shall be Board members) whose duty it shall be to make nominations for Directorships to be voted upon, and to post such nominations on the Association's website at least sixty (60) days before the fixed date of the Annual Meeting.

Any twenty-five (25) Members (Owners), however, may make other nominations for such Directorships by posting such nominations over their signatures at least twenty (20) days before the fixed day of the Annual Meeting and by notifying the Secretary in writing of such nominations.

Nominations made in accordance with the preceding paragraph shall be included in any communication by the Association to members containing the Nominating Committee's nominations.

There shall be no new nominations made from the floor at the Annual Members Meeting.

3. Special Members Meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and shall be called by such Officers

or Directors upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

4. Notice of all members meetings stating the time place and purpose for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed, hand-delivered or electronically transmitted not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing or transmission shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place on the Planned Unit Development property at least fourteen (14) days prior to the meeting. No notice of any meeting of the members, whether annual or special, need be sent by certified mail.

5. A quorum at the Annual Members Meeting shall consist of at least thirty percent (30%) of the entire membership, or at least ninety (90) members, present in person or by proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, these By-Laws or statute.

6. Voting:

a. In any Members Meeting the Owners of Parcels in the Planned Unit Development shall be entitled to cast one vote for each Parcel owned.

b. If a Parcel is owned by one person or by a married couple, the right to vote shall be established by the record title to the Parcel. Unless otherwise directed, the Association will consider a married couple ownership the same as a one person ownership. If a Parcel is owned by more than one person, the person entitled to cast the vote for the Parcel shall be designated by a certificate signed by all the record owners of the Parcel and filed with the Secretary of the Association. If a Parcel is owned by a corporation, the person entitled to cast the vote for the Parcel shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Parcel concerned. A certificate designating the person entitled to cast the vote of a Parcel may be revoked by any Owner of the Parcel. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

7. Proxies: Votes may be cast in person or by proxy. A proxy may be given by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

8. Inspectors of Election: The Board of Directors in advance of the Annual Members Meeting shall appoint three (3) Inspectors of Election (and alternates) to act at such meeting or any adjournment thereof. The Inspectors of Election shall:

- a. Determine the total number of members eligible to vote.
- b. Register all persons at any meeting and determine the number of eligible votes present at the meeting in person or by proxy.
- c. Members present with an eligible vote, who previously filed a proxy shall be requested to either withdraw the proxy or refrain from voting, such persons however, may enter into all discussions.
- d. Determine the existence of a quorum.
- e. Determine the authenticity, validity and effect of proxies.
- f. Receive ballots, in person or by proxy, and tabulate same. In the tabulation, the ballots shall be ratified against the current list of owners of Parcels as provided by the Secretary of the Association.
- g. Turn over all ballots to the Secretary, who will keep the ballots for a period as required by statute.
- h. Hear and determine challenges and questions in any way arising in connection with the vote.
- i. On request make a report in writing of any challenge question or matter determined by them and make and execute a certificate of any fact found by them.
- j. The decision or certificate of any two (2) inspectors of election shall be effective as the act of all.

9. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

10. The suggested order or business at the Annual Members Meeting and as far as practical at other members meetings, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting and waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.

- g. Unfinished business.
- h. Presentation of Budget and discussion thereon.
- i. New business.
- j. Adjournment.

11. Waiver Notice: A member may waive notice of any members meeting. Notice may be waived before or after any meeting. The members may also act by written agreement without meeting. This clause does not relieve the Secretary or other designated officer from providing the members meeting notice to the general membership.

IX

OFFICERS

1. The executive officers of the Association shall be President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptory removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

- | | |
|--------------------|---|
| 2. President: | Chief executive officer
Full administrative powers
Establish committees and appoint committee chairpersons from membership
Preside at meeting of membership and Board
Usual and customary powers of President |
| 3. Vice President: | Act in absence or disability of President
Assist President
Perform duties assigned by the Board of Directors |
| 4. Secretary: | Keep minutes,
Affix seal, as required
Give and serve notices
Keep records except financial
Maintain election ballots in accordance with statute
Perform usual and customary duties of Secretary |
| 5. Treasurer: | Custodian of property and funds
Keep books in accordance with good accounting practice
Participate in preparation of annual budget
Perform usual and customary duties of Treasurer |
| 6. Compensation: | All officers shall serve without compensation except that |

officers may be reimbursed for expenses incurred on Association business

X

AMENDMENTS


These By-Laws may be amended in the following manner:


1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by a majority vote of the Board of Directors or initiated by 30% of the members of the Association by petition to the Board of Directors.
3. Proposed By-Law amendments shall be approved by at least 66 2/3% of those Members voting on an amendment (one vote per Lot), provided that at least 150 votes are cast. Members may vote in person or by proxy at a membership meeting or by written consent.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of Evergreen Property Owners Association, Inc., were approved by written consent of at least sixty-six and two-thirds percent (66 2/3%) of those Members voting, with at least 150 Members voting.

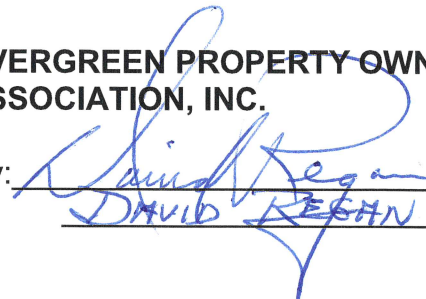
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this _____ day of 2/9, 2022.

WITNESSES AS TO PRESIDENT:


Print Name: Cheryl Marciano


Print Name: Jennifer Rouse

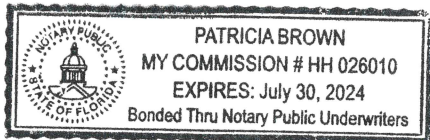
EVERGREEN PROPERTY OWNERS
ASSOCIATION, INC.

By: 
DAVID REGAN, President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Dan Regan, as President of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 02/09, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07-30-2024

WITNESSES AS TO SECRETARY:

[Signature]
Print Name: Henry Manciano
Jennifer Rouse
Print Name: Jennifer Rouse

EVERGREEN PROPERTY OWNERS ASSOCIATION, INC.

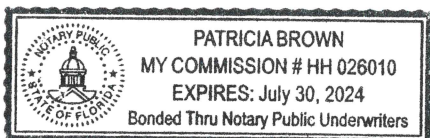
By: [Signature]
Debra J. Hofer, Secretary



STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Debra Hofer, as Secretary of Evergreen Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on 02/09, 2022.

Notarial Seal



Patricia Brown
Notary Public
Print Name: Patricia Brown
My Commission Expires: 07-30-2024