INSTR © 2008805 OR BK 02241 PG 2446 Ps 2466 - 2617; (152ps) RECORDED 04/25/2007 10131122 AM MARSHA ENING CLERK DF MARTIN COUNTY FLORIDA RECORDED BY C Honter

This instrument was prepared by: KENNETH S. DIREKTOR, ESQ. Becker & Poliakoff, P.A. 625 North Flagler Drive, 7th Floor West Palm Beach, FL 33401 (W-C112)

# CERTIFICATE OF RECORDING REVIVED DECLARATION FOR THE NAKED LADY RANCH AND

ARTICLES OF INCORPORATION, BY-LAWS, LETTER OF APPROVAL FROM THE DIVISION AND SCHEDULE OF OWNERS FOR THE NAKED LADY RANCH, INC.

WHEREAS, the Declaration for The Naked Lady Ranch has been duly recorded in the Public Records of Martin County, Florida, in Official Record Book 341 at Page 2301; and

WHEREAS, the By-Laws for The Naked Lady Ranch, Inc., have been duly recorded in the Public Records of Martin County, Florida, in Official Record Book 2071 at Page 452; and

WHEREAS, the Association, at a duly called and noticed meeting of the membership of The Naked Lady Ranch, Inc., a Florida not-for-profit corporation, held on December 27, 2006, the aforementioned Declaration and By-Laws are revived, pursuant to Section 720.403-407, Florida Statutes; and

WHEREAS, pursuant to Section 720.405(4), Florida Statutes, the undersigned hereby certifies that the Revived Declaration and By-Laws shall:

- (a) Provide that the voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents;
- (b) Provide that the proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents;
- (c) Contain the same respective amendment provisions as the previous governing documents or, if there were no amendment provisions in the previous governing document, amendment provisions that require approval of not less than two-thirds of the affected parcel owners;
- (d) Contain no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under s. 720.404(3); and
- (e) Comply with the other requirements for a declaration of covenants and other governing documents as specified in this chapter.

and

WHEREAS, the Association desires to record the attached Revived Declaration; and

EXHIBIT "B"

Book2241/Page2466 CFN#2008805

Page 1 of 152

WHEREAS, the Association desires to record the attached Revived By-Laws; and

WHEREAS, the Association desires to record the attached Articles of Incorporation; and

WHEREAS, pursuant to Section 720.407(3), Florida Statutes, the Association desires to record the attached March 27, 2007 Letter of Approval from the Department of Community Affairs; and

WHEREAS, pursuant to Section 720.407(3), Florida Statutes, the Association desires to record the attached Schedule of Owners, with attached graphic depiction (providing a legal description of each parcel to be subject to the revived declaration and other governing documents and a plat or other graphic depiction of the affected properties in the community);

NOW, THEREFORE, tho undersigned hereby certify that the attached Revived Declaration, Revived By-Laws, and Articles of Incorporation are true and correct copies of the full text of those documents, as approved.

WITNESS my signature	hereto this 177 day of APRIL 2007, at Palm
" Bouch, Martin County, Florida.	positive and a second s
	THE NAKED LADY BANCH, INC.
Lank Be	By: The Mil on the
Witness	/ President 5
DWAYNE K. BLAKE	
(PRINT NAME)	1 al
Hamat Jour	Altest Sally Alcodes
Witness / /	Secretary
Norma Joves	
(PRINT NAME)	
STATE OF FLORIDA COUNTY OF MARTIN	T.
The foregoing instrum	ent was acknowledged before me this 17 day of 2007, by GURALD JOHN
and SALLYE, RHODE	5 as PRUSIDENT
Florida not-for-profit composition	, respectively, of The Naked Lady Ranch, Inc., a n, on behalf of the corporation. They are personally known
to me, or have produced 1-1	as identification and did take an oath.
1500-298-4	
	Ohlalde (Signature)
	0.44
	S. Walker (Print Name) Notary Public, State of Florida at Large
	Hotaly Public, State of Florida at Large
	C WALKER
WPB_DB; 315290_1	EXPIRES HAZO NO, 2010
	AND CONTRACTOR OF THE CONTRACT

# 175837

#### DECLARATION

INDENTURE, made as of the State day of the transport, 1972, by and between the undersigned owners of lands in that area of Martin County, Florida, constituted of those several tracts and new abandoned interior roadways of Palm City Parms, Section 28, Township 38 South, Range 40 East, according to Plat thereof, Plat Book 6, Page 41, which lie within the Northeast Quarter (NE 1/4) of said Section 28, and which said area for convenience of collective reference sometimes informally shall be designated as "THE NAKED LADY RANCH".

#### WITNESSETH, THAT:

WHEREAS, the said landowners have a common desire to develop and maintain for themselves and their nuccessors in title a community so improved as to afford to each landowner a residential astate in surroundings of natural and structural beauty for the accommodation of a gracious living and at the same time provide convenience of facilities for the furtherance of their common interests in the aviation of private aircraft;

AND, WHEREAS, the undersigned landowners desiring for the benefit of themselves and their successors in title to establish physical facilities of private road and of aircraft runway and airstrips and to perputuate the proper use and maintenance thereof, heretofore have organized as members their body corporate to own, operate, maintain and regulate the use of such facilities at their expense pro-rata their property interest in their community;

NOW, THEREFORE, in consideration of the premises, the said undexsigned owners of land within "THE NAKED LADY RANCH", for themselves, their grantees, heirs, executors and assigna, do now impose upon their respective now owned lands the restrictions, limitations, covenants, conditions or reservations hereinafter set forth and do declare that each such restriction, limitation, covenant, condition or reservation shall be covenants running with and against their said lands, to-wit:

# 1

### COVENANTS AND CONDITIONS:

- (a) RESIDENCES. None of the real property shall be improved, existing improvements adopted for or used by any of the landowners for other 'han single family residence purposes; and, no such residence shall be constructed or located on a tract of less than five (5) acres of real property, however, that permanent separate structures of suitable construction and design for owner's use in connection with his private dwelling house may include an aircraft hangar for the landowner's private aircraft, patio, swimming pool, gazage, carport, servant's quarters, or guest house; and, such installations and structures shall be deemed components of a single family residence and not prohibited;
- (b) SETBACK LINES. No such building, structure, fence, hedge, outbuilding or appurtenance of any neture shall be located closer than thirty (30) feet from any property line separating different landowners, other than property line fences or hedges along property lines.

Att. 341 PICE 2301

**美的现在形式的现在形式的现在形式的** 

- (c) WATER AND SEMAGE. The laws of the State of Plorida and Hartin County, as well as the rules and regulations of their administrative agencies, now or hexester in effect with regard to sewage disposal, water supply, and sanitation are hereby incorporated herein and made a plot hereof and all such installations chall comply therawith; provided, however, that all buildings shall connect with central water and sower utilities within ninety (90) days when made available; and walls thereafte; maintained only for lawn care and pool service.
- (d) CONSTRUCTION MATERIALS. No residence or outbuildings, except hangars, of any kind of what is commonly known as "boxs or "sheet metal" construction shall be located, constructed or ma and on the real property unless the same shall be constituted of extormalis of stucco, weatherboard, brick, stone or other similar veneer iterial.
- (e) CONSTRUCTION AND OCCUPANCY. When the construction of any residence or outbuilding (including hangars) is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time and no buildings shall be occupied during construction and unless and until such residence and all its outbuildings are made to comply with all tentrictions herein set forth.
- (f) APPROVAL OF BUILDING PLANS. Whether or not provision therefor specifically is stated in any conveyance of any parcel of real property, the landowner of each and every portion of the real property, by acceptance of title thereto, or by taking possession thereof, covenants and agross: (i) that no building, wall, or other improvement shall be placed upon the landowner's real property or alteration thereto undertaken or made, unless and until the plans and specifications therefor and plot plan first shall have been approved in writing by the Building Committee as hereinafter constituted; and. (ii) that each such building, wall, or improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.

H

### BUILDING COMMITTEE:

- (a) COMMITTEE. The undersigned shall appoint one or more persons to the first and interim Building Committee to merve until January 1, 1973, when all privileges, powers, rights and authority shall be transferred to, exercised by and vested in a successor Building Committee to be salacted by owners of the real property, one vote being cast by the owner for each whole acre of the real property owned.
- (h) PROCEDURE. Refusal to approve plans and specifications by such Building Committee may be based on any grounds, including purely esthetic grounds, which, in the sole and uncontrolled discretion of the Building Committee shall seem sufficient. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then such approval shall not be required; provided that no building or other improvement shall be created which violates any of the restrictions and conditions herain contained.

TII

PROMIBITED USES AND LIMITATIONS: The covenants of Section I hereof are exclusive and mandatory and the following uses shall be deemed among those uses and acts in conflict therewith and prohibited thereby, to-wit:

(a) No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, clinic, rocaing house or doctor's office or other two or multiple family dwelling shall be erected, placed, permitted, maintained on the real property or commercial use thereof be undertaken thereon; and, no outbuilding, garage,

-2-

15 341 rate 2302

shed, hangar, tent, trailer, or temporary building of any kind shall be eracted, constructed, permitted, or maintained prior to the commencement of the eraction of a residence except is hereby permitted and no such outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that herein shall be deemed or construed to provent the use of a temporary construction shed during the period of actual construction of any structure on the real property, nor the use of adequate samitary toilet facilities for workmen which shall be provided during such construction.

- (b) Elevated tanks and garbage incineration facilities or incinerators shall not be permitted on the real property; and, no billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any portion of the real property except as herein expressly permitted. A name and address sign, the design of which shall include only such information and the size of which shall not exceed two square feet, may be pleased on a landowner's real property. A "Por Sale" sign, referring only to the premises on which displayed, and not to exceed two square feet in size, one sign to a parcel of real property, may be displayed.
- (c) The native growth of the real property shall not be permitted to be destroyed or removed except as is necessary for improvement to the real property as herein provided and permitted; and, no rock, gravel, clay or other substance shall be excavated or removed from any property for commercial purposes. No destrick or other structure designed for use in boring for oil, or natural gas shall be erected, placed or permitted upon any past of the real property; nor shall any oil, natural gas, petroleum, amphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from he real property. No substantial changes in the elevations of the land shall be made on any portion thereof.
- (d) No trucks and no commercial type vehicles shall be stored or parked on any portion of the real property except while parked in a closed garage, and no trailers or habitable motor vehicles of any nature shall be kept or stored on any part of the real property except within an enclosed garage, provided, a pleasure boat on its trailer may be parked or stored outside of an enclosed garage. This paragraph shall not apply during daylight hours to vehicles engaged in or necessary to the construction of any improvements to the real exception.
- (e) A landowner who is also an alteraft owner may establish what are commonly known as tie-downs on his real property solely for the use of his aircraft, provided, however, that no aircraft owner may utilize such a tie-down more than ninety (90) days in any twelve (12) month period, unless a residence has been first constructed on the aircraft owner's real property, and a landowner shall not permit any aircraft owner other than himself to use the landowner's hangar, tie-downs or related facilities for more than thirty (30) days in any twelve (12) months.

IV

# NUISANCE:

PARTICIPATION OF THE PARTY OF T

No landower of any part of the real property will do or permit to be done any act upon his property which may be, is or may become a raisance, and, no land shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or anything that will cause such land to appear in an unclean or untidy condition or that will be character to the eye; nor, shall any substance, thing, or material be kept upon any land that will emit foul or obnoxious odors, or that will cause any noise

15 341 PAGE 2303

that will or might disturb the peace, quiet, comfort or agrenity of the occupants of surrounding real property; provided, however, that the usual and common noise level created by the take-off, landing and flight of aircraft, together with all the other common and usual activity associated with the proper operation of private use of aircraft shall not be desmed in violation of this covenant;

#### DURATION:

All of the rentrictions contained herein shall continue and remain in full force and effect at all times as against any owner of any portion of the real property, regardless of how title was acquired, until the commencement of the calendar year 1992, on which date these restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such real property or any owner of any portion thereof; provided, however, that these restrictions shall be automotically extended for a period of ten (10) years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the acres of the real property shall be written instrument duly recorded declare a turnination of the same.

#### ENPORCEMENT:

Should any landowner employ counsel to enforce any of the restrictions herein contained, by reason of such breach, all costs, including a reasonable attorney's fee incurred in such enforcement shall, if such enforcement is successful, be paid by the landowner against whom such enforcement was sought, provided, however, the breach of any of the restrictions herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of property, but these restrictions shall be binding upon and effective against any such martgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

vI

## AMENDMENT:

The undersigned, for themselves, their heirs, executors, assigns, grantoes and successors in interest covenant and agree, and each heir, executor, assignee, grantee and successor; interest who makes title to any portion of the real property, or assumes pussession thereof, covenants and agrees that this Declaration of Restrictions may be amended solely by CLYDE W. DAWSON alone, so long as he shall live and while any restrictions herein contained are in force. Such a sndment may be accomplished by written instrument executed with the same formalities as deeds to real property are executed, the same being recorded as an official record in Martin County, Florida.

VII

# MAINTENANCE OF PARK FACILITIES:

The airstrip and roadway facilities are maintained, operated, and regulated by THE NAKED LADY RANCH, INC. (a Florida Corporation set for Profit) for the exclusive uses and benefits of its members; and, the undersigned, constituting all such members now duly qualified as such, and all owners of the parcels of the lands of "THE NAKED LADY RANCH" for their respective successors in membership and for their grantees, heirs, executors and ossigns hereby further do covenant and agree:

(a) to pay promptly and when due their respective pro-rata share of

15 341 MG 2304

such costs so :nourred) and. (b) in default of payment of such share to suffer a lien therefor so be imposed upon the lands of the defaulting owner/member which lien shall be subject to forecooner had under the remedies and procedures of equity, providing only that the whares of each member/owner shall be computed pro-rate the then current assensed valuations as fixed by the Tax Assessor of Hartin County, Florida, and that no shares of an owner/member shall exceed ten (10) mils on the dollar of the assessed valuation of such member/owner's property in "THE NAKED LADY RANCH".

#### UTTT

DEPINITION. As used in this Daciaration, and any amendments hereto, unless the context otherwise requires, the following definitions shall prevail:

- (a) AIRCRAFT means the same as that term is now defined in F. S. Section 330,06;
- (b) ATROMART OWNER means any person controlling any aircraft by right of purchase, gift, lease or otherwise;
- (c) PERSON means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes trustee, receiver, assignee, or other similar representative thereof;
- (d) LANDOWNER or PURCHASER includes any person controlling, or having an interest in any of the real property;
- (a) LAND or REAL PROPERTY means the above described real property or any portion thereof;
- (f) PRIVATE USB means the use of mircraft, which are not properly classified as for hire mircraft, as the phrases private use and for hire mircraft are defined in F. 5. Section 330.06;
- (g) AIRSTRIP means any area of land which is used, or intended for use, for the landing and take-off of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings or other airport facilities or rights of way, together with all airport buildings and facilities located thereon.

IN WITNESS WHEREOF the undersigned have hereunto subscribed their hands and seals this / bt. day of /t., A.D., 1972.

2.7 7	
CLYDE W. DAHSON	(SEAL
1 1	(SEAL
SARA G. BANSON, his wife	(36,46)
HERRY TY TUBBS	(SEAL
Box D'La Gari	(SEAL)
TUBBS, Als wife	1 BN
BOHUND JAMES MOECKEL	(SEAL)
Church A. Mockel, his wife	(SEAL)

-5

341 MG 2305

(SEAL) (SEAL) ELAINE II. LOWE, (SEAL)

STATE OF PLORIDA COUNTY OF WILL BEACH

Before me, the undersigned authority, a Notary Public in and for the State of Florida, duly commissioned and meorn, dvelling in the State of Florida, personally came and appeared CLYDE W. DAWSON and SARI G. DAWSON, his wife, to me personally known and known to me to be the same personn described in and who executed the foregoing Declaration and they acknowledged the same to be their

office, this 10 day of 7724, A.D., 1972.

My Commission Expires:

MOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JULY 26, 1975 GENERAL INSURANCE UNDERWAYTERS, INC.

STATE OF PLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, a Notary Public in and for the State

of Florida, duly commissioned and sworn, dwelling in the State of Florida, personally came and appeared JERRY T. TUBBS and BETTY J. TUBBS, his wife, to me personally known and known to me to be the same persons described in and who executed the foregoing Declaration and they acknowledged the same to be their

IN WITNESS WHEREOF, I hereunto subscriba my name and affix my neal of this 16 day of ALAS ... A.D., 1972. office, this 16 day of

My Commission Expires: Vu. 26, 1974

A 341 ME 2306

COUNTY OF PART PRACTI

Before me, the undersigned authority, a Notary Public in and for the State of Florida, duly commissioned and sworn, dwelling in the State of Florida, personally came and appeared EDMUND JAMES MOECKEL and EMMA K. MOECKEL, his wife, to me personally known and known to me to be the same persona described in and who executed the foregoing Declaration and they acknowledged the same to be their act and deed.

IN MITNESS WHEREOF, I hereunto subscribe my name and affix my seal of office, this /st day of \_\_\_\_\_\_, A.D., 1972.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC SYNTE OF CLORIDA AT LARGE MY COMMISSION EXPLOSE DET 26, 1978 GENERAL INSURANCE UNOCRUMITERS, INC.

COUNTY OF PART BEACH

Before me, the undersigned authority, a Notary Public in and for the State of Florida, duly commissioned and sworn, dwelling in the State of Plorida, personally came and appeared RALPH ALCO WILSON and BARBARA ANN WILSON, his wife, to me personally known and known to me to be the same persons described in and who executed the foregoing Declaration and they acknowledged the same to be their act and deed.

The MITNESS WHEREOF, I hereunto subscribe my name and affix my seal of office.

NOTARY PUBLIC

My Commission Expires:

Notary Public, Store of viciole at Large My Commission Expires Doc. 18, 1973 traded to American for a Criman fac.

STATE OF RESIDER

COUNTY OF BANK HOLEH

Livingston

Before we, the undersigned authority, a Notary Public in and for the State
of Florida, duly commissioned and sworn, dwelling in the State of Florida, personally
calls and appeared ELSIE W. HASSENFRATZ to me personally known and known to me to be
the same person described in and who executed the foregoing Declaration and she
acknowledged the same to be her act and deed.

this 5th day of July , A.D., 1972.

Salute In Country

My Commission Expires: Oct.7, 1975

-7-

186 341 PAGE 2307

STATE OF FLORIDA

COUNTY OF Blanda

Before me, the un exsigned authority, a Notary Public in and for the State of Florida, duly commissioned and evern, dwelling in the State of Florida, personally came and appeared NEREUS F. LOWE and BLAINE H. LOWE, his wife, to a personally known and known to me to be the same persons described in and who executed the foregoing Declaration and they acknowledged the same to be their act and deed.

office, this 26rd day of \_\_\_\_\_\_, A.D., 1972.

NOTARY PUBLIC

My Commission Expires:

MOTARY PUBLIC, STATE of FLORIDA IN LARGE
MY COLIMISSION EXPIRES JUN. 22, 1974
BONDED THEOUGH FAED W. GLERTE MORE

STATE OF FLORIDA
)
COUNTY OF MARTIN

Before me, the undersigned authority, a Notary Public in and for the State of Florida, duly commissioned and sworn, dwelling in the State of Florida, personally came and appeared JOHN E. WATTS, D.V.M., as Trustee, individually and joined by his wife CANCLE J. WATTS , to me personally known and known to me to be the same persons described in and who executed the foregoing Daclaration and they acknowledged the same to be their act and deed.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my mea' of office, this 1024 day of 2020, A.D., 1972.

My Commission Expires:

INTERY PUBLIC STATE OF PLORIDA AT LARL.

MY COMMISSION EXPIRES JULY 26, 1975
GENERAL INSUPANCE UNDERWRITERS, INC.

-8-

16. 341 PAGE 2308

40



11

# SUPPLEMENT TO DECLARATION

This Indenture made as of the 9th day of October , 1979, by CLVDE W. DAWSON and joined by his spouse, NANCY L. DAWSON;

WITHESSETI, that:

WHEREAS, heretofore by instrument filed for record in Official Record Book 341, Page 2301, Public Records of Martin County, Florida, real property situate in the Northeast Quarter (NE 1/4) of Section 28, Towns. ip 38 South, Range 40 East were made subject to the restrictive covenants, conditions and obligations imposed thereby; and

WHENEAS, Clyde W. Dawson, the owner in Fee Simple of certain contiguous lands in the East Three Quarters (E 3/4) of the North Three Quarters (N 3/4) of the Southeast Quarter (SE 1/4) and the East One Quarter (SE 1/4) of the North Three Quarters (N 3/4) of the NorthHoust Quarter (N 1/4) of Section 28, Township 38 South, Range 40 East, Palm City Farms, according to Fiat thereof, Piat Book 6, Page 42, Public Records of Falm Seach (now Martin) County, Florida and constituted by said plat as Tracts 5, 12, 21, 33, 34, 35, 45, 47, 48, 49, 50 and 51 and inclusive of vacated road right of way abutting Tracts 45 thru 48 on the Scuth and Tracts 49 thru 52 on the North thereof; and

WHEREAS, The Naked Lady Fanch, Inc. (a Florida Corporation Not For Profit) has caused an amendment of its Articles of Incorporation to bring the said additional real property within the purview of its powers and purposes;

NOW THEREFORE in consideration of the premises and by authority of Article VI of said beclaration filed of record as aforesaid in Official Record Book 341, Page 2301. Public Records of Fartin County. Florida, the undersigned hereby does supplement such beclaration to embrace the foregoing last described land and to impose thereon in all things covenants, restrictions, conditions and obligations thereof to run with the foregoing described real property, all to the same effect, as if the full text thereof were repeated herein and the description of the real property subject thereto restated to include the additional lands made subject of this supplement.

IN WITNESS WHEREOF, hereunto set the rhands and seals, this 9th day of October , 1979.

Signed, sealed and delivered in the presence of:

Margarith Mechinam

CLYDE W. JANSON

38 481 PAGE 886

STATE OF FLORIDA COUNTY OF MARTIN

PERSONAL CONTRACTOR

I HEHESY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared CLYDE W. DAWSON and NANCY L.DAWSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of October, A.D., 1979.

(SEAL)

Margaret E. Marrier Motor

My Commission Expires:

Notary Public, State of Herida at Large My Computation Espires July 12, 1.01

14 1:01

38 481 PME 887

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

FOR VALUE RECEIVED, I, the undersigned, CLYDE W. DAWSON, do hereby amend that certain declaration of protective covenants dated February 5, 1972 recorded in Official Record Book 341, Page 2301 through 2308, Martin County, Florida Public Records, so that Section V is deleted therefrom and there is substituted in its lace a new Section V as follows:

V

ENFORCEMENT:

Should any landowner or THE NAKED LADY RANCH, INC. (a Florida corporation Not For Profit), or its successors, employ counsel to enforce any of the restrictions herein contained, by reason of such breach, all costs, including a reasonable attorney's fee incurred in such enforcement shall, if such enforcement is successful, be paid by the landowner against whom such enforcement was sought; provided, however, the breach of any of the restrictions herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of property, but these restrictions shall be binding upon and effective against any such portgages or trustee or owner thereof, whose title thereto or whose granter's title is or was acquired by foreclosure, trustee's sale, or otherwise. These protective governants may be enforced by any landowner or by THE NAKED LADY RANCH, INC. on behalf of the landowners.

This asendment is permitted by Section VI of the declaration of protective covenants which allows the undersigned alone to smend them.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his hand and seal this 724 day of June, 1986.

WITHNESSES:

CALLE MILLIAM CLYDE H. DANSON (SEAL)

STATE OF FLORIDA COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforenald and in the County aforesald to take acknowledgments, personally appeared CLYDE W.

Ca 577 ar 2171

LAW CITICI DI HONALO SALES HA
P O BOA JIOT ILIBI FORUM PLAGI. I SUITI 2001, WEST PALM BEACH FLORIDA 22402 I TEL (205) SHB 4222

DAWSON, to me known to be the proof fasoribed in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this Like day of June, 1986.

Notary Public, State of Florida
At Lurge
My commission expires: 4/4/87

22 677 as 2172

P O BOX 3107, ISSI FORUM PLACE . SUITE 300F, WEST FALM BEACH, FLORIDA 3340R . TEL (305) 686-2333

# 723689

#### RECORD YERITLED

# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made this 29th day of July, 1988, by CLYDE W. DAWSON, Joined by his wife, MANCY L. DAWSON.

#### WITHESSETH!

MHEREAS, a Declaration (Declaration of Restrictive Covenants) for "The Maked Lady Handh" was recorded in Official Records Book 341, Page 2301, Hartin County, Florida public records, and a Supplement to Declaration emencing the sume year recorded in Official Records Book 481, Page 886, and Amendment to Declaration further assending sume was recorded in Official Records Rook 677, Page 2171, all in the public records of Martin County, Florids, which Declaration, Supplement and Amendment County, Fiorids, which Declaration, Supplement and Amendment 28, Toynship 36 South, Kange 40 East, Palm CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42 Palm Reserving Months Rection) County, Florids, public records; and

. WHEREAS, Article Yl or the abovement Declaration authorized and empowers Clyde W. Dawson to swend the Declaration solely by his elone so long as he shall live; and

WHEREAS, Clyde W. Dasson desires and intends to savid the Declaration to include the following described property located and being in Hartin County, Florida, to viti Tisct do, bectlon 28, Township 18 South, Range 40 East, FALE CITY FARMS, seconding to the Flut thereof remorded in Pist Book 6, Page 42, Pala Beach thow Martin) County, Florida public recorded Chereinstein referred to as the "Property");

NOW, THEREFORE, I be undersigned Clyste W. Davido, boined by him wife, Nendy L. Davido, in consideration of the premises and the mass of Ten and Noviou (e10,00) bollars and other good and valuable consideration and by the authority granted under Article VI of the abovesaid Declaration, do helply sheed said Usels alton to include and encushes the Property to Impose the suppose all covenants, restrictions, conditions and obligations of wait Declaration to run with the Property, all to the same effect as if the full text of said Declaration were repeated herein and as if the description of the real property subject therein were cestated to include the Property.

IN VITNESS WHENCHE, the understand have hereunto set their hands the day and year life! set forth heretostory.

biqued, swaled and delivered

in the presence off

STATE OF PLORIDAL COUNTY OF MARTINE

The foregoing instrument was acknowledged betwee me this 29th day of July. 1986 by Clyde W. Davenn and Banny L. Duwenn, his wife.

CHUTARY SEAL!

Hotery Public
Ny Conciention Express

Holma Palle Marcel House My Company of Esper, Mark 17, 1989 France Company

£1 775 mg 437

# MOLITARALUS OF THANDHAM OF RECHARDED ON THEREMOS

THE UNDERSIGNED. Charles J. Deakins, Jr. and Melbs C. Deakins, his wife, the owners of Tract 36. Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Pala Beach (now Martin) County, Florids public records, do hereby consent to and join in the above Assument to Declaration to impose and place upon the above described property the Declaration of Covenants and Restrictions for "The Naked Lady Ranch" as more appointedly set forth in the above Assendment to Declaration.

IN MITNESS WHEREOF, the undermigned have set their hunda this 29th day of July, 1986.

Signed, mealed and delivered

In the presence of

Sing Jean Des

Charles J. Spaking, Jp.

Reibs C. Deskins, his vite

STATE OF FLORIDA:

The foregoing instrument was acknowledged before me this 29th day of July, 1988 by Charles J. Deskins, Jr. and Helba C. Deskins, his vife.

(HOTARY SEAL.)

Notary Public
My Commission Expires:

Notice Robbs Africand Chands My Colombias Especial March 17, 1989

THIS INSTRUMENT PREPARED BY:

Lavrence L. Crary III, Esquire-Post Office braser 24 Sumart, Florids (490)

## 775 nor 438

-1-





# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made this 34 th day of NAMEY L. DAWSON, Joined by his wife,

#### WITNESSETH

WIEREAS, a Declaration (Declaration of Restrictive Covenants) for "The Naked Lady Ranch" was recorded in Official Records Book 341, page 2301, Martin County, Florida public records, and a Supplement to Declaration amending the same was recorded in Official Records book 481, Page 886, and Amendment to Declaration amending same was recorded in Official Records Book 677, Page 2171 and Amendment to Declaration further amending same was recorded in Official Records book 775, Page 437, all in the public records of Martin County, Florida, which Declaration, Supplement and Amendments place restrictive covenants upon properties located in Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42 Palm Beach (now Martin) County, Florida, public records; and

WHEREAS, Article VI of the abovesaid Declaration authorizes and empowers Clyde W. Dawson to amend the Declaration solely by him alone so long as he shall live; and

WHEREAS, Clyde W. Dawson desires and intends to amend the Declaration to include the following described property located and being in Martin County, Florida, to-wit: The East 1/2 of Tract 28, Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida public records (hereinafter referred to as the "Property");

NOW, THEREFORE, the undersigned Clyde w. Dawson, joined by his wife, Nancy L. Dawson, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration and by the authority granted under Article VI of the abovesaid Declaration, do hereby amend said Declaration to include and encumber the Property to impose thereupon all covenants, restrictions, conditions and obligations of said Declaration to run with the Property, all to the same effect as if the full text of said Declaration were repeated herein and as if the description of the real property subject thereto were restated to include the Property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first set forth hereinabove.

Signed, sealed and delivered

in the presence of:

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2/2 day of Cone ... 1990 by Clyde W. Dawson and Nancy L. Dawson,

(Motary Seal) '

NATION PUBLIC My Commission Expires:

Book2241/Page2482 CFN#2008805 Page 17 of 152

#### CONSENT AND JOINDER TO AMENDMENT TO DECLARATION

THE UNDERSIGNED, Charles J. Deakins, Jr. and Melba C. Deakins, his wife, the owners of the East 1/2 of Tract 28, Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Mortin) County, Florida public records, do hereby consent to and join in the above Amendment to Declaration to impose and place upon the above described property the Declaration of Covenants and Restrictions for "The Naked Lady Ranch" as more specifically set forth in the above Amendment to Declaration.

27 day of April , 1990.

Signed, sealed and delivered in the presence of:

- (1-lanet y) Hrose

1. )c. : Cie.

Charles J. Deakins, Jr.

Melba C. Deakins, his wife

STAVE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 04 to day of Onil , 1990 by Charles J. Deakins, Jr. and Melba C. Deakins, NIs wife.

(Notary Seal)

Rotary Public

Ny Commission Expires:

K. C. C. C. C. C. C. S. F. B. H.

THIS INSTRUMENT PREPARED BY:

Lowrence E. Crary III, Esquire Post Office Drawer 24 Stuart, Florida 34995

SO APR 26 PH 3:51

Clerk's Note: egibility of this document setermined to be substandard

. .....

Book2241/Page2483

CFN#2008805

Page 18 of 152



AMENDMENT TO DECLARATION

AMENDMENT TO DECLARATION is made this 24 th day of DAWSON, 1990, by CLYDE W. DAWSON, joined by his wife, THIS AMENDMENT TO DECLARATION is made this

#### WITHESSETH

WHEREAS, a Declaration (Declaration of Restrictive Covenants) for "The Naked Lady Ranch" was recorded in Official Records Book 341, page 2301, Martin County, Florida public records, and a Supplement to Declaration amending the same was recorded in Official Records book 481, Page 886, and Amendment to Declaration amending same was recorded in Official Records Book 677, Page 2171 and Amendment to Declaration further amending same was recorded in Official Records book 775, Page 437, all in the public records of Martin County, Florida, which Declaration, Supplement and Amendments place restrictive covenants upon properties located in Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thoreof recorded in Plat Book 6, Page 42 Palm Beach (now Martin) County, Plorida, public records; and

WREREAS, Article VI of the abovesaid Declaration authorizes and empowers Clyde W. Dawson to amend the Declaration solely by him alone so long as he shall live; and

WHEREAS, Clyde W. Dawson desires and intends to amend the beclaration to include the following described property located and being in Martin County, Florida, to-wit: The South 1/2 of Tract 45, Section 28, Township J0 South, Range 40 Bast, PALM CITY PARMS, according to the Plat thereof recorded in Plat Book 5, Page 42, Palm Beach (now Martin) County, Florida public records (hereinafter referred to as the "Property"):

NOW, THEREFORE, the undersigned Clyde W. Dawson, joined by his wife, Nancy L. Dawson, in consideration of the premises and the sum of Ten and Mo/100 (\$10.00) Dollars and other good and valuable consideration and by the authority granted under Article VI of the abovesaid Declaration, do hereby amend said Declaration to include and encumber the Property to impose thereupon all covenants, restrictions, conditions and obligations of said Declaration to run with the Property all to the same affect as if the full text of with the Property, all to the same effect as if the full text of said Declaration were repeated herein and as if the description of the real property subject thereto were restated to include the Property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first set forth horoinabove.

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24% day of Choit , 1990 by Clyde W. Dawson and Nancy L. Dawson, his wife.

(Notary Seal)

My Commission Expires:

Agentalian Agental

#### CONSENT AND JOINDER TO AMENDMENT TO DECLARATION

THE UNDERSIGNED, CLYDE W. DAWSON, as Trustee, the owner of the South 1/2 of Tract 45, Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida public records, do hereby consent to and join in the above Amenidment to Declaration to impose and place upon the above described property the Declaration of Covenants and Restrictions for "The Nakod Lady Ranch" as more specifically set forth in the above Amendment to Declaration.

day of Cynal , 1990.

Signed, sealed and delivered in the presence of:

Wienes & Home

Ca.

Clyde W. Dawson, as Trustee

STATE OF FLORIDA

the forequing instrument was acknowledged before me this 274 day of Capace, 1990 by Clyde W. Dawson, as Trustee.

(Holary Seal)

Horary Public
My Commission Expires:

THIS INSTRUMENT FREPARED BY:

Lawrence B. Crary III, Esquire Post Office Drawer 24 Steart, Florida 34995 SUED FOR RECORD

SO APR 26 PH 3: 52

CLEAN OF CIRCUIT SOURT

PURPLE SOURT SOURT

OF CIRCUIT SOURT

OF

Clerk's Note: Legibility of this document determined to be substa

Book2241/Page2485 CFN#2008805

Page 20 of 152

4413G/011193 13528.09000

AMENDHENT

980202 HECORO VERIFIEE

TO

# DECLARATION FOR THE NAKED LADY RANCH

WHEREAS, various land owners executed a Declaration for The Naked Lady Ranch and recorded same in Official Record Book 341, Page 2301, Public Records of Martin County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article VI of the Declaration, Clyde W. Dawson ("Dawson") has the right to amend the Declaration as he, in his sole discretion, deems appropriate; and

WHEREAS, Dawson wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, in accordance with Article VI of the Declaration, be it known that the Declaration is hereby amended as follows:

 Article VII, MAINTENANCE OF PARK FACILITIES, is hereby replaced in its entirety with the following provisions:

# MAINTENANCE OF PARK FACILITIES:

The airstrip and roadway facilities are maintained, operated and regulated by THE NAKED LADY RANCH, INC. (a Florida corporation not-for-profit) for the exclusive uses and henefits of its members; the members and all owners of the parcels of the lands of THE NAKED LADY RANCH for their respective successors in membership and for their grantees, heirs, executors and assigns do hereby covenant and agree:

- (a) The Naked Lady Ranch, Inc. (the "Corporation") shall have the power and authority to make and collect assessments to maintain, operate and regulate the airstrip and roadway facilities for the exclusive use and benefit of its members. The Corporation shall annually estimate the expenses it expects to incur and assess its members/owners sufficient monies to meet this estimate. Each member/owner shall be assessed based on the number of acres owned by such member/owner. In calculating the assessment, all fractional shares of an acre shall be rounded to the nearest whole number such that acreage with fractional shares one-half or less shall be reduced in size and acreage with fractional shares greater than one-half shall be increased in size. The Corporation may amend the estimate of expenses as necessary.
- (b) There is hereby imposed upon each member/owner the affirmative covenant and obligation to pay all assessments levied by the Corporation and each member/owner consents and agrees to the lien rights set forth below. No member/owner may waive or otherwise avoid liability for assessment by non-use of the airstrip and/or roadway facilities.

more and a second till a the second

OR BKO 9 9 4 PG 1 6 8 8

(c) All notices of assessments from the Corporation to the members/owners 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 on the property against which the assessment is made and shall also be the continuing personal obligation of the member/owner. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Corporation may, at any time thereafter, suspend all runway and voting membership rights and privileges of the delinquent member/owner and 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 Corporation 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 Corporation may at any time thereafter bring an action to foreclose the lien against the property and/or a suit on the personal obligation of the member/owner. In the event the Corporation 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 at trial and appellate levels incurred by the Corporation. Any successor in title to any portion of the property shall be held to have constructive notice of the records of the Corporation to determine the existence of delinguency in the payment of assessments.

Signed, Sealed and Delivered

in the Presence of:

Villen

(signature) Author (... (print home)

Clyda W. Dawson P. O. Box 144 Palm City, Florida 34990

Curle (signature) CHARLES BAUSCH (print name)

ORBKO 994 PG1 689

STATE OF FLORIDA) ) 85 . COUNTY OF MARTIN

CONTARAM SEAL SAN

The foregoing instrument was acknowledged before me this index of January, 1993, by Clyde W. Dawson. Clyde W. Dawson is personally known to me (or has produced as identification) and did not take an oath.

NOTARY PUBLIC

(signature) (yul-hio (print name)

My Commission expires:

Notary Public State of Harilds
By Commission Expires July 7, 1995

Booked they tray falls - bearings ba

- 3 -

OR BKO 994 PGI 690



Prepared by and return to: Lawrence E. Crary III, Esquire Crary, Buchanen, Bowdish, Bovie, Beres, Negron & Thomas, Chartered 555 Colorado Avenue Stuart, Florida 34994 INSTR # 1519193
OR BK 01577 PG 2208
RECORDED 08/27/2001 04:35 PM
MARSHA EMING
MARTIN COUNTYFlorida
RECORDED BY I Copus (asst mgr)

# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made this \_\_\_\_\_\_ day of August, 2001, by CLYDE W. DAWSON, joined by his wife, NANCY L. DAWSON.

### WITNESSETH:

WHEREAS, a Declaration (Declaration of Restrictive Covenants) for "The Naked Lady Ranch" was recorded in Official Records Book 341, Page 2301, Martin County, Florida, public records, and a Supplement to Declaration amending the same was recorded in Official Records Book 481, Page 886, and Amendment to Declaration amending same was recorded in Official Records Book 677, Page 2171 and Amendment to Declaration further amending same was recorded in Official Records Book 775, Page 437, all in the public records of Martin County, Florida, which Declaration, Supplement and Amendments place restrictive covenants upon properties located in Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida, public records; and

WHEREAS, ARTICLE VI of the above said Declaration authorizes and empowers Clyde W. Dawson to amend the Declaration solely by him alone so long as he shall live; and

WHEREAS, a Final Judgment was entered in Root, et. al vs. The Naked Lady Ranch, Inc., Clyde W. Dawson and Nancy Dawson, et. al (Case No. 92-780-CA), in the Circuit Court of the Nineteenth Judicial Circuit in and for Martin County, Florida, which was recorded on November 8, 1995 in O.R. Book 1148, Page 235, Martin County, Florida, public records, which Final Judgment, inter alia, restricts Clyde Dawson's ability to bring additional acreage into The Naked Lady Ranch to a maximum of 50 additional acres; and

WHEREAS, Clyde W. Dawson has not incorporated any additional acreage into The Naked Lady Ranch since the entry of the above-described Final Judgment; and

WHEREAS, Clyde W. Dawson desires and intends to amend the Declaration to include the following described property located and being in Martin County, Florida, to wit: The West ½ of Tract 28, Section 28, Township 38 South, Range 40 East; PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida, public records (hereinafter referred to as the "Property");

NOW, THEREFORE, the undersigned Clyde W. Dawson, joined by his wife, Nancy L. Dawson, in consideration of the premises and the sum of Ten and No./100 (\$10.00)

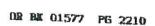


# OR BK 01577 PG 2209

Dollars and other good and valuable consideration and by the authority granted under ARTICLE VI of the above-said Declaration, do hereby amend said Declaration to include and encumber the Property to impose thereupon all covenants, restrictions, conditions and obligations of said Declaration to run with the Property, all to the same effect as if the full text of said Declaration were repeated herein and as if the description of the real property subject thereto were restated to include the Property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first set forth hereinabove.

Signed, sealed and delivered	
in the presence of:	
Print Harmed Mareitan Polance	Clyde W. Dawson
Always Ros . @	72 4 86
Print Hame: Lawrence E. Crary mr	Nancy L. Dawson
	,
STATE OF FLORIDA	
COUNTY MARTIN	
2001, by Clyde W. Dawson and Nancy L. Daw following) Who are personally known to me o as identification, and who (please	edged before me this 14 day of August, son, huṣband and wife, (please check one of the f who have produced did or did not
take an oath.	$\cdot$ $\cdot$ $\cdot$ $\cdot$ $\cdot$ $\cdot$ $\cdot$
(Notary Seal)	Caracura Trans
E CONTINUE E	Notary Public Print Name:
**	
# : mmill	Commission Expires:



# CONSENT AND JOINDER TO AMENDMENT TO DECLARATION

THE UNDERSIGNED, Gilbert Ayres Geisz and Jane Rosemary Geisz, his wife, the owners of the West ½ of Tract 28, Section 28, Township 38 South, Range 40 East, PALM CITY FARMS, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida public records, do hereby consent to and join in the above Amendment to Declaration to impose and place upon the above described property the Declaration of Covenants and Restrictions for "The Naked Lady Ranch" as more specifically set forth in the above Amendment to Declaration.

IN WITNESS WHEREOF, the undersigned have set their hands this 22xd day of August, 2001.

Signed, sealed and delivered in the presence of: LERRAINE V. CONWELL Øilbert Ayres Geisz Janet Rosemary Geisz ( STATE OF FLORIDA COUNTY Martin The foregoing instrument was acknowledged before me this Aday of August, 2001, by Gilbert Ayres Geisz and Janet Rosemary Geisz, husband and wife, (ptease check one of the following) 
who are personally known to me of who have produced. Drivers Lic as identification, and who (please check one of the following) 🗆 did or did not take an oath (Notary Seal) Nøtary Public Print Name: Kachella Lyn Commission Expires:

F:\WPF\REAL\LEC\Waked Lady Ranch\AmendDECLARATION.wpd