



**CERTIFICATE OF AMENDMENT  
TO THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE ARBORS (F/K/A FOREST GLADE)**

The Third Amended and Restated Declaration of Covenants and Restrictions of The Arbors Village Association, Inc. has been recorded in the public records of Martin County, Florida at Official Records Book 3053, Page 958, et. seq., and amended at OR Book 3175, Page 2341, et. seq., The same Declaration of Covenants and Restrictions is hereby amended as approved by the Membership by vote sufficient for approval at the Annual Members' Meeting held on March 22, 2022.

1. **Article IV - Maintenance**

Owner's Responsibility.

Each Owner shall maintain his or her Lot and all structures, parking areas and other improvements comprising the Lot. In addition, Owners of Lots which are adjacent to wetland and upland preserve shall maintain and irrigate the area between the Lot boundary and the wetland or upland preserve. Irrigation is prohibited in preserve easements in lots bordering on upland or wetland preserve. Owners of Lots which are adjacent to any portion of the Common Area on which walls have been constructed shall maintain and irrigate that portion of the Common Area which lies between the wall and the Lot boundary. Owners of Lots fronting on any roadway within the Properties shall maintain driveways serving their respective Lots and shall maintain and irrigate landscaping on that portion of the Common Area, if any, or right-of-way between the Lot boundary and the nearest street curb. Owners of Lots fronting on the water's edge or upon Common Area within the Properties shall maintain and irrigate and landscaping between the Lot boundary and such water's edge or Common Area. Owners shall have no right to plant or remove trees, shrubs or similar vegetation in this area without prior approval pursuant to Article XI.

The Association shall be responsible for the maintenance of all street oak trees which are defined as any oak trees which are located within ten (10) feet of the street curb. Owners and contractors or agents of Owners shall not remove, treat or prune "street oak trees" without the specific approval of the Board. Owners shall have the right, but not the obligation, to apply ARCC approved mulch in the tree rings around the street oaks in front of their Lots.

All maintenance required by this section shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Notices, including but not limited to, correction of landscape deficiencies, Lot repainting, cleaning of roofs, driveways, and mailboxes will require remedial action within ninety (90) days by the Owner. If any Owner fails to properly perform his or her maintenance responsibility, the Association may elect to enforce the rules and regulations either by actions at law or in equity, fines, or to redress alleged failure or refusal to comply, in accordance with Florida Statute, or by performing remedial action to correct the maintenance deficiency and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with Article X, Section 3 of this Declaration.

When entry to a Lot is required for maintenance or inspection purposes, the Association shall afford the Owner notice prior to entry. In the event of periodic inspection, including PAMP compliance, prior notice may be delivered by email, posting on the community TV channel, web site or community bulletin boards.

The Association, its contractors or agents shall not enter the interior of a residential dwelling located on a Lot without the permission of the Owner.

**(The remainder of Article IV remains unchanged)**

## **2. Article XII – Use Restrictions**

### **SECTION 26. On-site Fuel Storage.**

An on-site buried propane tank of no more than 500 gallons is allowed (installation and operation must follow all local, state and federal permit, safety and setback requirements, and be approved by the ARCC prior to installation). The tank site must be approved by the ARCC in accordance with Article XI of this Declaration and screened from view from neighboring lots and the street. Storage of gasoline or other fuels shall not be permitted on any part of the Properties except (a) twenty-five (25) gallons of fuel for emergency purposes and/or operation of lawn mowers and similar tools or equipment; (b) up to two 20 gallon propane storage containers for outdoor barbeques or portable generators. All propane and gasoline containers must be stored on each Lot in the garage, or in approved outside storage containers screened from view from neighboring lots and the street.

If available, Lot Owners desiring access to propane gas for heating of dwellings, fireplaces, household appliances, or pools, may utilize the Association's propane gas distribution system, after first obtaining approval from the ARCC in accordance with Article XI of this Declaration.

After the effective date of this amendment, any Lot Owner wishing to install a permanently installed home generator must also install and connect that generator to a buried propane tank of no more than 500 gallons, conforming to the

provisions of this restriction. Lot Owners wishing to replace an existing permanently installed home generator which is connected to the Association's propane gas distribution system, may do so, as long as the new generator is a similar size and wattage, upon prior approval from the ARCC.

The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

**(The remainder of Article XII remains unchanged)**

3. The foregoing amendments were adopted by the Membership by vote sufficient for approval at the Annual Members' Meeting held on March 22, 2022.

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

5. All provisions of the Third Amended and Restated Declaration of Covenants and Restrictions of The Arbors Village Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 26<sup>th</sup> day of April 2022.

**ALL SIGNATURES ON NEXT PAGE**

**WITNESSES AS TO PRESIDENT:**

**THE ARBORS VILLAGE  
ASSOCIATION, INC.**

Patricia Tracy  
Printed Name: PATRICIA G TRACY

By: Patricia Tracy - Soosa  
\_\_\_\_\_, President

Smy  
Printed Name: Samantha Moffa

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 Patricia Tracy - Soosa as President of The Arbors Village Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on 4/26, 2022.

Notarial Seal



Lorraine Sortino  
Notary Public

**WITNESSES AS TO SECRETARY:**

**THE ARBORS VILLAGE  
ASSOCIATION, INC.**

Patricia Tracy  
Printed Name: PATRICIA G TRACY

By: DARYN  
\_\_\_\_\_, Secretary

Smy  
Printed Name: Samantha Moffa

**CORPORATE  
SEAL**

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of  physical presence or  online notarization, by DARYN as Secretary of The Arbors Village Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on 4/26, 2022.

Notarial Seal



Lorraine Sortino  
Notary Public