

Record and Return to:  
Anna P. Cherubin, Esq.  
Becker & Poliakoff, P.A.  
Royal Palm Financial Center  
759 SW Federal Highway, Suite 213  
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS**

The Declaration of Covenants and Restrictions for Gator Trace has been recorded in the public records of St. Lucie County, Florida, at Official Records Book 491, Page 1594 et.seq., and amended at Official Records Book 491, Page 1610 et.seq., and amended at Official Records Book 1718, Page 2247 et.seq. The Notice of Preservation was recorded at Official Records Book 3836, Page 169 et.seq. The same Declaration of Covenants and Restrictions is hereby Amended and Restated as approved by the membership by vote sufficient for approval at the meeting held on July 16, 2019.

**I. PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION.**

**Section 1. Legal Description.** GATOR TRACE, a subdivision including all lands described under Gator Trace Subdivision, recorded Plat Book 24, Pages 25-25A, Public Records of St. Lucie County, Florida, subject to easements, restrictions, limitations imposed under said plat.

**Section 2. Membership.**

Members shall be all owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

**Section 3. Voting, Rights and Obligations.** Each Member shall have voting rights, privileges and obligations of membership in the Association as the same are prescribed in the Articles of Incorporation and By-laws of the Association as they may be constituted from time to time. In the event of any inconsistencies at any time between the provisions of this Amended and Restated Declaration of Covenants and Restrictions and the provisions of said Articles and Amended and Restated By-Laws, the provisions of this Amended and Restated Declaration shall govern.

**Section 4. Property Owners Association.** There is a property owners association, hereinafter referred to as the "Association" composed of record owners of each lot. The Association is the Gator Trace Homeowners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association is responsible for the administration, operation, and maintenance of the common areas, as well as other duties hereinafter set forth. The Association has all those powers and duties as set forth in this Amended and Restated Declaration, the Articles of Incorporation of the Association, the Amended and Restated By-Laws of the Association, and the Rules and Regulations of the Association as amended from time to time, as well as those granted by the Laws of the State of Florida to non-profit corporations.

## II. PROPERTY RIGHTS

**Section 1. Title to Common Areas.** The “common areas” in the property herein include the streets, roads, easements, as well as other areas so designated by plat.

Title to these common areas are vested in the Gator Trace Homeowners Association, Inc., (“Association”).

**Section 2. Property Owners’ Easements of Enjoyment.** Every property owner in Gator Trace shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to:

- A. The rules and regulations governing the use and enjoyment of the common areas defined above as promulgated by the Board of Directors of the Association.
- B. Restrictions contained on any and all plats of all or any part of the streets, roads and easements for access to other common areas filed separately with respect to all or any part or parts of the property.

## III. MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of a lot 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 lot which is subject to assessment.

The Members of the Association shall elect a Board of Directors which Board shall establish and submit to the membership for approval annual budgets in advance for each fiscal year. The budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, management expenses, replacement reserves and reasonable operating reserves for the common property in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each owner shall be responsible for the payment to the Association of its share of the common expenses as determined in said budget by way of assessment. The Association shall be entitled to have a lien on each lot for any unpaid assessment, together with interest thereon, which has been assessed against the record lot owner of each property. The lien shall be effective from and after the time of recording in the Public Records of St. Lucie County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a first mortgage or other lien recorded prior to the time of recordation of the claim of lien, except that a first mortgagee who takes title to a lot shall be responsible for past due assessments as provided in F.S. 720, as amended from time to time. The Board of Directors of the Association may take such action as it deems necessary to collect assessments which may include but is not limited to the foreclosing of said liens. Further, the board may settle and compromise the same if it is in the best interest of the Association. The delinquent owner shall pay all the costs, late fees and interest accrued including reasonable attorney’s fees associated in filing and collecting the lien. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced.

For the purpose of this instrument, an institutional first mortgagee shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, mortgage company, or insurance company authorized to transact business in the State of Florida.

#### IV. COVENANTS FOR PAYMENT OF ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any lot, by acceptance of a deed therefor, whether or not it is so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges (as well as any special assessments for capital improvements or major repairs) such assessment to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon from the due date (at the rate set by the Board of Directors and approved by a simple majority of the Members attending a meeting called for the purpose of setting said interest rate), and costs of collection thereof (including reasonable attorney fees), shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such assessment is made and shall also be the personal obligation of the owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets and roads or abandonment of the same.

**Section 2. Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Gator Trace and in particular, for the improvement and maintenance of Common Areas and any easement in favor of the Association, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

**Section 3. Members Approval of Annual Assessments.** Assessments set by the Board must be approved by a simple majority of the Members of the Association present at the budget meeting called to approve such assessments.

**Section 4. Rate of Assessment.** All regular and special assessments shall be at a uniform rate for each lot in Gator Trace except that the Board may increase or decrease annual or special assessments for Gator Trace.

**Section 5. Special Assessments for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Board may levy in any assessment year a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association. The establishment of the necessary assessment shall require the approval of a majority of the Board of Directors of the Association.

**Section 6. Date of Commencement of Assessments; Due Date.** The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be payable as provided in the Bylaws

## V. BOARD OF DIRECTORS

**Section 1. Duties of the Board of Directors.** The Board shall have full authority and decision making powers with respect to the administration of the Association's affairs. The Board shall propose amendments to the Bylaws in accordance with the Bylaws, as amended from time to time. The Board shall promulgate and enforce rules and regulations necessary to carry out its responsibilities to the membership, provided such are not in conflict with the Covenants and Restrictions, as well as to protect the common interest of the Association herein.

**Section 2. Assessment of Costs.** Each owner is required to maintain his or her lot in good and orderly condition. If necessary, the Board may cause needed maintenance to be performed. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed, or in the opinion of the Board of Directors of the Association, benefiting from the same. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall be considered a special assessment as to the impacted lots. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the owner and shall become due and payable in all respects, together with interest, late fees and the cost of collection, as provided for the other assessments of the Association.

**Section 3. Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owners, to enter upon any lot or the exterior of any improvements thereon at reasonable times.

## VI. ARCHITECTURAL CONTROL

**Section 1. Necessity of Architectural Review and Approval.** No improvements or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintenance upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association.

**Section 2. Architectural Review Committee.** The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee (ARC), which shall consist of not less than three (3) Members. Members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation or other termination of service of any Member thereof, shall be filled by the Board of Directors.

**Section 3. Powers and Duties of the ARC.** The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendment to the Architectural Planning Criteria. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Amended and Restated Declaration and shall not be effective until adopted by a majority of the Members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

**Section 4. Purpose of the ARC.** The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the subdivision. The ARC shall review all plans for said improvements, it being the intent to provide for sound and aesthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography and conformity to the restrictive covenants approved hereunder.

**Section 5. Procedure before the ARC.** Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Amended and Restated Declaration. All applicants shall be required to remit to the Association a deposit as set by the ARC at the time the applicant submits his plans and specifications. In the event the applicant submits his plans and specifications. In the event approval is forthcoming and work commences, this deposit shall be used to help defray the cost of any damage sustained by or to the subdivision's common areas, roads and neighboring properties. Said deposit shall be partially refundable if no construction is undertaken or if no damage results. The foregoing deposit shall not be deemed a limitation for damages resulting in excess of said amount as set by the ARC. No later than thirty (30) days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving or disapproving said application. In the event the ARC fails to respond within said thirty (30) days the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement until such approval is given. In the event of approval of said plans and specifications, the applicant shall provide the ARC with written notice of the completion of the staking of the property. No further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and designated legal holidays), after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the ARC.

## VII. RESTRICTIONS

**Section 1. Residential Use.** The property subject to these covenants and restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any lot. No occupation, profession, trade or other non-residential use that would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use shall

be conducted on any such residential property. No yard, garage, estate or tag sales or other like activities that invite the public into private Residential Areas will be permitted. No building or other improvements shall be erected upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event of the division or subdivision of any lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot(s) shall be and become proportionately attributable and chargeable to the contiguous lot(s) and the owner(s) thereof, to and with which all portions of the divided or subdivided lot(s) become consolidated. In the event that one or more lots are developed as a unit, the provisions of these covenants and restrictions shall apply thereto as a single lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded plats of the Gator Trace Subdivision.

**Section 2. Nuisances.**

Nothing shall be done or maintained which may become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such disputes or questions shall be submitted to the Board of Directors of the Association which shall render a decision in writing, which decision shall be disposition of such dispute or question.

**Section 3. Animals.**

**A. General Requirements.** Any animal kept or maintained on one's property must be kept, housed, maintained or otherwise permitted to remain within the community only in accordance with the City of Fort Pierce Code of Ordinances, Chapter 4-Animals, as amended and incorporated herein. It is the responsibility of the animal owner to be familiar with and in compliance with the City of Fort Pierce Animal Ordinance.

**B. Prohibitions.** For the well-being of homeowners, the Gator Trace Homeowners Association Board of Directors has adopted certain prohibitions which are stricter than certain provisions of the Animal Ordinance, as follows:

- a. Dangerous and vicious animals and any animal which is a public nuisance as defined in the City of Fort Pierce Animal Ordinance are prohibited from being kept on anyone's property.
- b. No reptiles or exotic animals are allowed.
- c. No animal shall be kept outside in a fenced area or in an enclosure or shelter.
- d. No more than two animals are allowed on any one property.

**Section 4. Motor Vehicles and Trailers.** Only two, three or four wheeled vehicles are permitted within of Gator Trace and must be no larger than the maximum size able to fit inside the garage with the door closed. Golf carts, boats/boat trailers, utility trailers, recreational, two- and three- wheeled and unregistered vehicles must be parked in the garage at all times when not in use.

No vehicle shall be parked on any unpaved area at any time. No vehicular maintenance/repair is permitted other than in the garage. Recreational vehicles (motor homes), boats/trailers, utility trailers, rented moving trucks/trailers may be parked in the driveway overnight for loading and unloading with prior notification to the Board of Directors. Commercial vehicles are prohibited except during construction/service hours and days for the purpose of excavation, construction, maintenance repair, replacement or demolition of a home/lot or thereof. Commercial vehicles may not be parked overnight in Gator Trace unless enclosed in a garage. For the purposes of this provision, the term "Commercial Vehicle" means any vehicle that is primarily used for business, or which from viewing the exterior of the vehicle (or any portion thereof), display or contain any visible commercial markings, signs, displays, and equipment or otherwise indicate a commercial use, or a vehicle that the manufactures intent was for it to be used as a commercial vehicle.

Residents, tenants, guests, and invitees are required to abide by the traffic ordinances of the City of Fort Pierce (Code of Ordinances Chapter 10 Motor Vehicles and Traffic). The operations of golf carts are permitted on our streets. Please note that golf community etiquette is that golf carts have the right of way. Obey all traffic signs and be a courteous driver. We have many pedestrians and cyclists in our community. Please be aware and drive friendly and cautiously at all times. Only licensed drivers may operate a golf cart, motor scooter, or any other motorized vehicle of any size or horsepower within Gator Trace. Street parking is for short term parking loading and unloading only and only from dawn to dusk. No overnight parking on the street is permitted.

**Section 5. Rentals; Guests.** An owner may rent or lease his/her residence for residential purposes for a minimum of six (6) months in a calendar year, subject to the Covenants and Restrictions and rules and regulations of the Association, which shall be deemed a Residential Use. Shorter-term rentals are expressly prohibited. Residents are responsible for the conduct of their tenants and guests.

## VIII. GENERAL PROVISIONS

**Section 1. Duration and Remedies for Violation.** The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Association or the owner of any property subject to this Amended and Restated Declaration, their respective legal representative, heirs, successors and assigns, for a term of fifty (50) years from the date this Amended and Restated Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-third (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenants or restriction herein contained shall give the Association and/or owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then owner of the subject property, provided such proceeding results in a finding that such owner was in violation of said covenants and restrictions. Expenses of litigation shall include a reasonable attorney's fee incurred by the Association and/or owner(s) in seeking such enforcement.

Additionally, the Board of Directors shall have the authority to levy reasonable fines for the violations of the provisions of this Amended and Restated Declaration, the Articles of Incorporation and Amended and Restated By-Laws of the Association and reasonable rules and regulations of the Association in accordance with Florida Statutes §720.305 (2018), as amended from time to time. The maximum fine per violation may not exceed \$3,000.00. Any fine not paid within thirty (30) days from the date that it is levied shall be considered a charge on the land and a continuing lien against the property and shall be enforceable by the Association in the same manner as an assessment pursuant to Article IV of this Amended and Restated Declaration.

**Section 2. Notices.** Any notice required to be sent to any Member or owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, certified, postage paid, to the last known address of the person who appears as a Member or owner on the records of the Association at the time of such mailing.

**Section 3. Severability.** Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. Amendment.** This Amended and Restated Declaration may be amended at any time and from time to time by a vote of not less than two-thirds (2/3) of those voting either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments.

**Section 5. Usage.** Wherever used, the singular shall include the plural and the singular and the use of any gender shall include all genders.

## **IX. EASEMENTS**

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the Association. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements which are or may be prohibited by the public authority to whom said easements has been given. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

## **X. ENFORCEMENT**

If the owner or owners or property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, and/or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or recover damages and other fines for such violation. It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal,



incurred by any moving party in all legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenant or restriction contained in this Amended and Restated Declaration shall be borne in full by the defendant or defendants in such proceedings.

#### **XI. DRAINAGE AND UTILITY EASEMENTS**

Except for any construction performed pursuant to specific prior approval from City of Fort Pierce, St. Lucie County, Florida no construction whatsoever shall be performed in any areas designated on the plat as a drainage or utility easement.

#### **XII. DEFAULT**

The holder of any institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, resulting from the foreclosure of said first mortgage shall be liable for prior assessments or liens pertaining to such lots or chargeable to the former lot owner which became due prior to such acquisition of title, except as provided in Chapter 720, Florida Statutes, as amended from time to time.

Any person who acquires an interest in a lot, except through foreclosure of an "institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

#### **XIII. HEADINGS**

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Association and Members thereof.

#### **XIV. SEVERABILITY**

Invalidation of any of these documents and restrictions by judgement or court order shall in no way affect any other provision herein, same to remain in full force and effect.

#### **XV. EFFECTIVE DATE**

The Amended and Restated Declaration shall become effective upon its being recorded, with appropriate certificates, in the public records of St. Lucie County, Florida.

#### **XVI. LAWS GOVERNING**

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Amended and Restated Declaration and the provisions herein contained.

**XVII. MASTER ASSOCIATION; CABLE AGREEMENTS.**

**Section 1.** That all Members of the Gator Trace Homeowners Association, Inc., comprising lot owners in Gator Trace Subdivision referred to in Paragraph 1, Section I, of the Amended and Restated Declaration of Covenants and Restrictions shall constitute membership in and to the Gator Trace Master Property Owners Association, Inc., a Florida corporation not for profit, Charter No. N10654, and subject to rights, duties and obligations of the Gator Trace Master Property Owners Association.

**Section 2.** That the Gator Trace Master Property Owners Association has been formed for the purpose of operation, managing and/or maintenance and enforcement of all common services to all the various sub-associations within the Gator Trace development, including but not limited to the operation, managing, maintenance of all streets, utilities, drainage, recreational properties and cable television service.

**Section 3.** That all property owners under the Gator Trace Subdivision and subject to the Gator Trace Homeowners Association, Inc., Amended and Restated Declaration of Covenants and Restrictions herein imposed shall be subject to such agreement for cable television service existing from time to time between the Gator Trace Master Property Owners Association and an authorized cable television provider which shall be binding and enforceable upon all Members by either Gator Trace Master Property Owners Association, Inc., or Gator Trace Homeowners Association, Inc., or persons owning any real property in the Gator Trace development which rights of enforcement shall include remedies and all rights under this Amended and Restated Declaration of Covenants and Restrictions herein.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 11<sup>th</sup> day of NOVEMBER, 2019.

WITNESSES:

Edward V. Cox  
Witness #1 Signature

Edward V. Cox  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Jouan A. Aguirre  
Witness #2 Printed Name

Gator Trace Homeowners Association, Inc.

By: JOHN K. FUGER  
\_\_\_\_\_, President

[Signature]

Edward V. Cox  
Witness #1 Signature

Edward V. Cox  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

John A Acate  
Witness #2 Printed Name

By: Roseanna Rynas  
[Signature] Secretary

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2019 by John Engel as President of Gator Trace Homeowners Association, Inc.,  who is personally known to me or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Notary Seal  Linda W. Cox  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG121327  
Expires 9/9/2021

Linda W. Cox  
Notary Public

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2019 by Roseanna Rynas Secretary of Gator Trace Homeowners Association, Inc.,  who is personally known to me or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Notary Seal  Linda W. Cox  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG121327  
Expires 9/9/2021

Linda W. Cox  
Notary Public

ACTIVE: G22319/369220:12922986\_1