

THIS AGREEMENT, dated this 2nd day of October, 1966, by and between NEW HARBOR CORPORATION, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Corporation"), and THE PROPRIETOR'S ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois as one not for pecuniary profit (hereinafter called the "Association"),

W I T N E S S E T H: T H A T

The Corporation is the owner of the fee simple title to a certain tract of land in the County of Martin, State of Florida.

The Corporation has subdivided portions of said tract into lots by a plat recorded in Plat Book 2 pages 47 and 48 of the Public Records of Martin County, Florida, and may hereafter subdivide additional parts thereof and may hereafter acquire and subdivide additional land in said county.

Certain persons known as "Proprietors" have paid various sums of money to the Corporation for the purpose of acquiring an interest known as a "Proprietary Interest" in lots in said subdivided land under an agreement known as a "Proprietary Agreement." Reference to the form of said Proprietary Agreement is hereby made for greater certainty with respect to the terms and provisions thereof and the nature and extent of the interest acquired by the respective Proprietors thereunder.

The membership of the Association is composed of the memberships allocated to the respective Proprietary Agreements and held by the Proprietors. One of the objects of the Association is to encourage and promote social intercourse among the holders of its memberships and to preserve the land in which the

Proprietors have Proprietary Interests as a restricted residential area.

The payments heretofore made by the Proprietors to the Corporation for the purpose of acquiring Proprietary Interests as aforesaid were made upon the reliance that this agreement between the Association and the Corporation existed by parol and would be reduced to writing. It is desired that persons hereafter purchase Proprietary Interests in lots in said subdivided land, but it will not be possible to obtain purchasers of such Proprietary Interests unless the Corporation is bound to the Association by the covenants and premises hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, for the purpose of reducing to writing the existing parol agreement between the Association and the Corporation upon which the Proprietors relied when they purchased their Proprietary Interests, and for the purpose of inducing persons hereafter to purchase Proprietary Interests in lots owned by the Corporation, it is mutually agreed by and between the parties hereto as follows:

1. The Corporation and the Association shall forthwith join in the execution of a Proprietary Agreement with respect to each lot for which a Proprietor has heretofore paid the purchase price of a Proprietary Interest therein and with respect to which a Proprietary Agreement has not heretofore been entered into.

2. The Corporation shall maintain a schedule of prices of Proprietary Interests in all lots, with respect to which a Proprietary Agreement shall not have been entered into, in all subdivided land in Martin County, Florida, owned by the Corporation. Upon payment to the Corporation of the purchase price (according to said schedule of prices) of a Proprietary Interest

in any such lot by any person or persons approved by the Association, the Corporation and the Association shall execute and enter into a Proprietary Agreement covering such lot with the person or persons so approved by the Association. Said schedule of prices may be changed by the Corporation from time to time, provided, however, that no such change shall become effective until the expiration of ninety (90) days after a written notice of such change shall have been delivered to the Association.

3. In case a Proprietary Agreement covering any lot or lots shall at any time be terminated by the exercise by the Association of an option to terminate as provided in ARTICLE VII thereof, the Corporation shall execute and enter into a new Proprietary Agreement with the Association and such person or persons as the Association may direct, covering such lot or lots, it being understood and agreed that the Proprietary Interest under any such Proprietary Agreement so terminated shall be held by the Corporation for the benefit of, and shall be the property of, the Association until disposed of by the Association in such manner and on such terms as it may determine; provided, however, Section 2 of ARTICLE I of such new Proprietary Agreement shall contain such additional matters and things to which the ultimate conveyance to the Proprietor as therein provided will be subject as may be reasonably requested by the Corporation in order that the burden imposed upon the Corporation thereby will not be greater than the burden imposed upon it by the original Proprietary Agreement covering such lot or lots.

4. The Association shall have the option, exercisable at any time and from time to time while this agreement is in force and effect by notice in writing to the Corporation, to acquire in the name of its nominee the fee simple legal title to any lots, with respect to which a Proprietary Agreement shall not

have been entered into, in any subdivided land in Martin County, Florida, owned by the Corporation. Upon the exercise of said option by the Association, the Corporation shall forthwith cause the fee simple title to the lots with respect to which such option is exercised to be conveyed to the members of the Association, by general warranty deed, in fee simple, subject only to the following:

- (a) Easements of record for public utilities, if any.
- (b) Any state of facts that an accurate survey may show.
- (c) Acts done or suffered to be done by the Association and all persons claiming by, through, or under it.
- (d) Any building and zoning restrictions and ordinances adopted by any city, town, village, or other Governmental authority.
- (e) General taxes, the bills for which are not yet available.
- (f) Unpaid instalments of special assessments and special taxes not yet due.

Upon such conveyance being made as aforesaid, the Association shall forthwith pay to the Corporation an amount in cash equal to the purchase price (in accordance with said schedule of prices then in effect) of Proprietary Interests in the lots with respect to which said option is exercised minus the sum of the following:

- (a) An estimated amount of the general taxes against said lots, the bills for which are not then available, based on the last available general tax bill.
- (b) An estimated amount of the general taxes against said lots for the current year based on the last available general tax bill and prorated from January 1.
- (c) The amount of any liens or encumbrances on or against said lots of a definite or ascertainable amount to which said conveyance is not to be subject as heretofore provided but to which it may be made subject at the election of the Association.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

SNUG HARBOR CORPORATION

By *W. C. Spruick*  
President

ATTEST:

*C. J. Peterson*  
Secretary

THE PROPRIETOR'S ASSOCIATION

By *W. C. Spruick*  
President

ATTEST:

*Robert S. Peterson*  
Secretary



State of Illinois }  
County of Cook } SS

Before me this day personally appeared C.J.Peterson who being duly sworn acknowledges having affixed his signature and seal as Secretary of Snug Harbor Corporation to this agreement.

Witness my hand and official seal this 2nd day of October 1946.

My Commission expires

July 13-1948

