

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
WALTON COURT**

WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

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TABLE OF CONTENTS

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WALTON COURT

Section 1. DEFINITIONS 1

Section 2. PROPERTY SUBJECT TO THIS DECLARATION 4

Section 3. EASEMENTS 4

Section 4. ASSOCIATION 7

Section 5. ASSESSMENTS AND LIENS; CHARGES 8

Section 6. MAINTENANCE, REPAIR AND REPLACEMENT;
ASSOCIATION ALTERATIONS 13

Section 7. OWNERS' CONSTRUCTION, ALTERATIONS AND
IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE 16

Section 8. USE AND OCCUPANCY RESTRICTIONS 25

Section 9. LEASING OF LOTS AND DWELLING STRUCTURES 32

Section 10. OWNERSHIP AND TRANSFER OF OWNERSHIP OF
LOTS AND DWELLING STRUCTURES 33

Section 11. INSURANCE AND CASUALTY 36

Section 12. CONDEMNATION OR EMINENT DOMAIN 38

Section 13. COMPLIANCE AND DEFAULT; REMEDIES 39

Section 14. RIGHTS OF MORTGAGEES 41

Section 15. TERMINATION 42

Section 16. AMENDMENT OF DECLARATION 43

Section 17. MISCELLANEOUS PROVISIONS 44

Section 18. EFFECTIVE DATES 45

CERTIFICATE OF ADOPTION 46

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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WALTON COURT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made this ____ day of _____, 200__ by **WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida corporation (hereinafter referred to as the "Association").

RECITALS:

The original declaration of covenants and restrictions for WALTON COURT was recorded in Official Record Book 419 at Page 1019, Public Records of St. Lucie County, Florida and was amended thereafter. That declaration, with any amendments to date, is hereby amended in part and then restated in its entirety.

Section 1. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

1.1 "Articles" means the Amended and Restated Articles of Incorporation as amended from time to time.

1.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Lots.

1.3 "Association" means WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.

1.4 "Association Certificate" means a document which must be executed by the president or vice president and secretary or assistant secretary of the Association.

1.5 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

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EXHIBIT "A"

Blocks 3442 through 3449 and Tracts G-1 through G-6, First Replat in Port St. Lucie Section 53, as recorded in Plat Book 23, Page 36 of the Public Records of St. Lucie County, Florida.

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1.6 "By-Laws" mean the Amended and Restated By-Laws as amended from time to time.

1.7 "Common Area" or "Common Areas" means and refers to those Properties which are intended to be devoted to the common use and the enjoyment of the Owners and occupants, in this Declaration, as well as the portions of the Properties less the Lots, and as well as all personal property owned, leased by or dedicated to the Association for the common use and enjoyment of the Owners and occupants. Said Common Area also consists of Tracts G-1 through G-6 of the Subdivision Plat.

1.8 "Community" means WALTON COURT, which is legally described in Exhibit "A" to this Declaration.

1.9 "County" means St. Lucie County, Florida.

1.10 "Declaration" means this instrument as amended from time to time.

1.11 "Dwelling Structure" means a residential single family home situated on a Lot, including all improvements associated with the home on the Lot. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include the Lot.

1.12 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.13 "Governing Documents" means and includes this Declaration and all Exhibits hereto, including the Articles of Incorporation and By-Laws, as amended from time to time.

1.14 "Guest" means any person who: (A) is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence or occupancy; (B) is not the Owner or lessee of the Lot on which he or she is present; and (C) is not a member of the family of the Owner or lessee of the Lot on which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Lot on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Lot. Furthermore, a member of the family of the Owner or lessee of a Lot shall be considered a Guest unless he or she is a permanent occupant of such Lot.

1.15 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Lot, which mortgagee is a bank, savings and loan association,

mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

1.16 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.17 "Lot" means a residential parcel of real property as described on any of the recorded Subdivision Plat(s). Unless the context specifically provides otherwise, reference to the term "Lot" shall include the Dwelling Structure and all other improvements on the Lot, but shall not require that a Dwelling Structure be on the Lot.

1.18 "Member" or "Member of the Association" means a record Owner of a Lot, subject to that provided for in Section 10.1.B below.

1.19 "Original Declaration" means that Declaration of Covenants and Restrictions recorded in Official Record Book 419, Page 1019, Public Records of the County, together with exhibits and amendments thereto.

1.20 "Occupy" shall mean and refer to the act of being physically present on a Lot for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Lot. A "permanent occupant" means an Owner or lessee of a Lot or member of such Owner's or lessee's family who regularly resides on such Lot.

1.21 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interests merely as security for the performance of an obligation.

1.22 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.23 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Lots, and the operation of the Association.

1.24 "Subdivision Plat" means the First Replat in Port St. Lucie Section Fifty-Three, as recorded in Plat Book 23, at Page 36, Public Records of St. Lucie County,

1.25 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Lot collectively are entitled to one vote in Association matters.

Section 2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is and shall be transferred, sold, conveyed and occupied subject to this Declaration, is legally described in Exhibit "A" attached to and made a part of this Declaration.

Section 3. EASEMENTS. Where necessary for the validity of the following easements, the Original Declaration will be deemed in full force and effect.

3.1 Ingress and Egress. A perpetual non-exclusive easement is reserved and exists to the Association and to the owners, their families, guests, and lessees upon, over and across the sidewalks, walkways, and right-of-way and other Common Areas, which are appurtenant to and shall pass with the title to each Lot.

- A. Speed bumps shall be permitted and shall not constitute an unreasonable impairment of the rights of ingress and egress.
- B. The two access gates currently serving the Community shall remain in place and operational, unless otherwise approved in advance by the vote of 60% of the voting interests of all members of the Association.

3.2 Utilities. There is hereby reserved and exists a perpetual non-exclusive easement to all utility or service companies servicing the Community upon, over, across, through, and under the Lots and Common Area for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems, and including the police and fire departments. It shall be expressly permissible for the Association or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Dwelling Structures, providing such company restores any disturbed area to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Area without the consent of the Association. The easements over, across, through and under the Lots shall be limited to improvements as originally constructed. The Association further has the power to grant all needed easements for cable television and telecommunication services. This power to create or reserve an easement shall also include the power to modify or relocate easements which are created and/or which exist to date, except that where an easement crosses any Lot, the Owners of the Lot must approve of the modification or relocation.

3.3 Drainage. There is hereby reserved and exists an easement for

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drainage from each Lot onto an adjoining Lot and the Common Area. It shall be the responsibility of the Owner of the Lot for whose benefit this easement exists, to ensure that the drainage flow from his Lot remains open and free. It shall be the responsibility of the Association to ensure that the drainage flow from the Common Area remains open and free.

3.4 Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Area.

3.5 Easement for Unintentional and Non-Negligent Encroachments. If any Lot improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction of the building, then an easement for such encroachment shall exist so long as the encroachment exists. Such easement shall include the right of ingress and egress during reasonable times of day for the purpose of maintaining and repairing the encroachment. Any exercise of the right of ingress and egress for maintenance and repair shall not be deemed a trespass.

3.6 Special Exterior Wall and Patio Easements for Lots Having Zero Lot Lines.

- A. Each Dwelling Structure shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an adjacent Lot ("Adjacent Lot"), whether or not the Lot is a Zero Lot.
- B. Drainage Easement and Roof Runoff. An easement exists to the Association, its officers, agents and employees to enter upon, across, over and under any Lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area. It shall be the responsibility of each Owner to take reasonable measures, whether by landscaping or otherwise, to protect an adjacent Owner's Lot or the Common Area from water running off of such Owner's roof onto an Adjacent Owner's Lot or onto the Common Area and no Owner shall have liability to otherwise be responsible to any other Owner or to the Association for any loss, expense or damage resulting from such roof runoff.
- C. Patio and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual four-foot exclusive easement exists, covering the ground area between: (1) a line running the length of the Special Exterior Wall and extending to the front and rear of each Lot for the benefit of the

Owner of each such Adjacent Lot. All Patio Easements may be used by the Owner of each Adjacent Lot for any purposes consistent with this Declaration. In addition to the Patio Easement, each Owner of a Dwelling Structure shall have an easement on the property surrounding an Adjacent Owner's Dwelling Structure, whether the same is located on such other Owner's Lot, the perpetual easement above described, or the Common Area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall or the roof of a Dwelling Structure. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owners' Lot, perpetual easement, or the Common Area for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

- D. Right of Owner with Respect to Maintenance of Special Exterior Wall. The Owner of the Dwelling Structure containing the Special Exterior Wall shall have the right at all reasonable times to enter the Patio Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining, or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at reasonable times during the daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.
- E. Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use and maintenance of the Special Exterior Wall and the adjoining four-foot easement by its Owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and plantings; defacing the wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; using the wall as a playing surface for any sport; or causing any excessive planting to be installed within the limits of said four-foot easement.
- F. Restrictions on Owner with Dwelling Structure Containing Special Exterior Wall. The Owner of the Dwelling Structure containing the Special Exterior Wall shall similarly be

prohibited from attaching anything to such wall or from altering it in any way other than painting the wall in such manner as shall be approved by the Architectural Control Committee. Additionally, the Owner of such Dwelling Structure shall take no other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

Section 4. ASSOCIATION. The operation of the Community is by WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which shall perform its functions pursuant to this Declaration, and the following:

4.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "B", as amended from time to time.

4.2 By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws of the Association attached as Exhibit "C", as amended from time to time.

4.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Lot shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

4.4 Limitation on Association Liability.

- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 4.4.A. is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 4.4.A shall also apply

where the loss results in the course of the Association's reconstruction and repair after casualty.

- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his or her maintenance, repair and replacement responsibility under this Déclaration.

Section 5. ASSESSMENTS AND LIENS; CHARGES. The Association has the power to levy and collect assessments against each Lot and Owner in order to provide the necessary funds for proper operation and management of the Community and for the operation of the Association, including both annual assessments for each Lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Lot(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Lot and Owner under the Governing Documents.

5.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area, certain portions of the Lots, the expenses of operating the Association and for the promotion of the recreation, health, safety and welfare of the residents, bulk rate cable television and telecommunication fees and charges, and any other expenses properly incurred by the Association for the Community, including amounts budgeted for the purpose of funding reserve accounts, if any.

5.2 Share of Common Expenses. All Lots shall be assessed equally.

5.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

5.4 Who is Liable for Assessments. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 5.8.A below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

5.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot on which the assessments are made, by interruption in the availability of the Lot or the Common Area for any reason whatsoever, by non-use of any services which are a common expense, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided in Section 5.8.A below as to certain mortgagees.

5.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate of interest per annum which may be lawfully charged, calculated from the date due until paid. In addition, any assessments or installments not paid on or before fifteen (15) days after the date due shall result in the imposition of a late fee in an amount equal to the higher of \$25.00 or five (5%) percent of the late payment. The Association may also charge an administrative fee over and above any bank charges for returned checks, as provided for in the Rules and Regulations. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

5.7 Liens. The Association has a lien on each Lot securing payment of past due assessments, including late fees, interest and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the public records of the County, subject to the superlien priority of the Association under Section 5.8 below, stating the legal description of the Lot, the name of the record Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The claim of lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

5.8 Priority of Lien.

- A. Rights of Certain Mortgagees. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's claim of lien was recorded before the mortgage, but shall be superior to,

and take priority over, any other mortgage regardless of when the mortgage was recorded.

1. With respect to any such mortgage which has superiority over the Association's claim of lien: When the mortgagee or other purchaser obtains title to the Lot as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent assessments due and owing to the Association pertaining to the Lot or chargeable to the former Owner of the Lot which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid assessments shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.
- B. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.
- C. Relation Back. The continuing lien as well as claim of lien of the Association shall relate back to the recording of the Original Declaration for purposes of obtaining priority over any recorded non-first mortgage and the record owner of any lien on any Lot other than the recorded mortgage of a first mortgagee recorded prior to the recording of the Association's claim of lien.

5.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Lot either by himself, or tenants, guests or other occupants; the Association is entitled to an appointment of a receiver, which may be the Association, to collect the rent.

5.10 Certificate As To Assessments. The Association shall provide a

certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

5.11 Charges.

- A. Defined. Each Lot and Owner shall be liable for Charges levied by the Association against the Lot and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; fines; and any other sums other than assessments which are referred to as Charges in the Governing Documents.
- B. Who is Liable for Charges. The Owner of each Lot, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 5.11.E below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Any Charges paid on or before thirty (30) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the highest rate of interest per annum which may be lawfully charged, calculated from the date due until paid. In addition, any Charges or installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee equal to in an amount as provided or in the Rules and Regulations, the higher of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered

not to have made payment.

D. Liens. The Association has a lien on each Lot securing payment of past due Charges, including interest, late fees and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the public records of the County, subject to the superlien priority of the Association under Section 5.11.E below, stating the legal description of the Lot, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the claim of lien, the person making the payment is entitled to a satisfaction of the lien.

E. Priority of Lien.

1. Rights of Certain Mortgagees. The Association's lien for Charges shall be subordinate and inferior to any recorded first mortgage, unless the Association's claim of lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

(a) With respect to any such mortgage which has superiority over the Association's claim of lien: When the mortgagee or other purchaser obtains title to the Lot as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent Charges due and owing to the Association pertaining to the Lot or chargeable to the former Owner of the Lot which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid Charges shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

2. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association,

regardless of when the lease was executed.

3. Relation Back. The continuing lien as well as claim of lien of the Association shall relate back to the recording of the Original Declaration for purposes of obtaining priority over any recorded non-first mortgage and the record owner of any lien on any Lot other than the recorded mortgage of a first mortgagee recorded prior to the recording of the Association's claim of lien.

- F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights, and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees.

5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, Charges and liens created under this Declaration:

- A. All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; except that no Lot shall be exempt which may contain an easement to a third party.
- B. All Common Area exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Notwithstanding any provision in this Section 5.12, no land or improvements devoted to Lot or dwelling use shall be exempt from assessments, Charges or liens, except as provided for in Sections 5.8.A and 5.11.E.1 above.

Section 6. MAINTENANCE, REPAIR AND REPLACEMENT; ASSOCIATION ALTERATIONS. Responsibility for the maintenance, repair, replacement and Association alterations of the Properties shall be as follows:

6.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common

expense:

A. Only the following portions of the Lots:

1. Mowing, fertilization, and exterminating of landscaping originally installed at the time of construction of the Dwelling Structure, but no replacement or additional landscaping.
2. Irrigation.
3. Roof replacement other than in connection with a casualty. Roof maintenance and repair shall not be the responsibility of the Association.
4. Painting and cleaning of stucco trim, exterior doors and exterior railings, but excluding screens, glass and hurricane/storm protection.
5. Sidewalks situated on the Lots.

B. All Common Area, the maintenance for which is not assumed by a governmental entity.

1. Proviso. Drainage shall cease to be the maintenance obligation of the Association when the area becomes subject to a governmental special assessment district for drainage maintenance, at which time each owner shall be billed and shall be responsible for payment of the individual share to the billing governmental special assessment district.

6.2 Maintenance by Owners. Each Owner is responsible, at his own expense, for the maintenance, repair and replacement of the following Properties:

- A. The entirety of his Lot and Dwelling Structure, except as otherwise provided to be the responsibility of the Association under 6.1.A above.
- B. Each Owner shall also have the following responsibilities/limitations:

1. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure good and quality condition, and/or which if not performed would affect any of the Properties, including any Lot(s) belonging to any other Owner(s).
2. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
3. No Owner shall make any alteration, addition or improvement to any portion of the Common Area, except as is specifically permitted by this Declaration.
4. No Owner shall do anything which shall adversely affect the safety or soundness of the Common Area; the opinion of the Board of Directors shall control in determining whether the safety or soundness of the Common Area is adversely affected.

6.3 Level of Maintenance. The Association is hereby empowered, by and through the Board of Directors, to determine the level of maintenance to be effected by the Owners, subject to any provisions for same in this Declaration.

6.4 Association Alterations. Subject to the provisions of Section 9 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the Common Area which are approved by the board of Directors; provided however, if the cost of same shall exceed 10% of the annual budget including reserves, cumulatively in a budget year, then the alteration or improvement may not be made unless approved or ratified by a majority of the voting interests of all members of the Association. Notwithstanding the foregoing to the contrary, in the event that any alteration or improvement is also necessary in the maintenance, repair, replacement or protection of the Common Area or protection of the Owners or Occupants, then such alteration or improvement shall not require the ratification or approval of the Owners as provided for in this Section 6.4.

Section 7. OWNERS' CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE. The following applies to the Owners and Occupants, but not to the Association:

7.1 Scope: Review by Architectural Control Committee. No structure

(whether part of a residence) fences, walls, swimming pools, exterior lighting, or any other improvement, shall be constructed or allowed upon any Lot; no alteration, addition, changing or remodeling to the exteriors of any Dwelling Structure or other structure on a Lot shall be made; and no landscaping or removal of landscaping shall be added or altered on a Lot (collectively a "Modification"); without the Owner first obtaining the prior written approval of the Architectural Control Committee ("ACC") and fully and strictly complying with this Section 7. This Section 7 shall also apply to when ACC approval is required under Section 8 below. The foregoing is subject to the rights of approval of the Master Association. No Owner or Occupant may make any alterations or improvements to the Common Area.

- A. Provisos. Notwithstanding this Section 7.1 to the contrary, the approval of the ACC shall not be required for any Modifications to the Lot where such additions, changes or alterations are not visible from the outside of Lot. The installation of antennae and satellite dishes as protected by federal law shall also not be subject to approval of the ACC.

7.2 Submission of Plans to the ACC.

- A. Preliminary Approval. Prior to any Modification, the Owner must apply for preliminary written approval of the ACC by providing it with a sketch drawing of the proposed Modifications. The preliminary written approval of the ACC must be obtained prior to submission of final plans for final approval of the ACC and also prior to submission of plans to the applicable governmental authority for its approval. The ACC has thirty (30) days from the date it receives the sketch drawing, and any fees, within which to approve. In the event approval is not obtained within this time period, then preliminary approval shall be deemed given by the ACC. The ACC is permitted to ask for revisions of preliminary plans within the thirty (30) day time period as it deems necessary. The ACC's preliminary approval shall not obligate the ACC to render final approval as provided for in Section 7.2.B below.
- B. Final Approval. Following the Owner's receipt of preliminary approval by the ACC, the Owner shall apply for written approval of the ACC by providing it with the full plans and specifications of the Modifications showing the nature, kind, shape, height, materials and location of the Modification and the approval of any applicable governing authority, if required by same. So long as the full plans and specifications are

substantially the same as the sketch drawing preliminarily approved by the ACC, the ACC is obligated to provide final approval. The ACC shall have a period of thirty (30) days from the date of its receipt of the full plans and specifications and any fees, within which to approve or disapprove. The failure of the ACC to approve or disapprove within this thirty (30) day time period shall constitute an automatic final approval from the ACC. The ACC is permitted to require changes to the full plans and specifications as the ACC may reasonably require.

7.3 Function of the ACC. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. The ACC shall exercise its best judgment to see that all alterations, improvements, construction and landscaping conform to and harmonize with existing surroundings and structures. The ACC may also assist and advise the Board of Directors of the Association in enforcing the Declaration and in adopting rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors.

7.4 Composition of the ACC. The ACC shall be composed of three (3) or more persons appointed by the Board of Directors of the Association; the Board may decide that the Board shall act as the ACC. All members of the ACC shall be subject to removal, with or without cause, by the Board of Directors. A majority of the ACC shall constitute a quorum to transact business at any meeting, and the action of a majority of ACC Members present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC due to the death, resignation or removal of any member thereof shall be filled by the Board of Directors.

7.5 Powers of the ACC. The ACC shall have the following powers:

- A. The ACC may require submission of samples of building materials and colors proposed to be used, and may also require such additional information as may be reasonably necessary to evaluate the proposed construction, alteration or improvement.
- B. To approve or disapprove all plans and specifications.
- C. To promulgate rules and regulations of general application, governing the procedures to be followed by the ACC, including the form and content of applications, plans and specifications to be submitted for approval. The ACC may from time to time adopt architectural guidelines, imposing restrictions in

furtherance of the General Plan of Development of the Community, that are not inconsistent with this Declaration.

- D. By any of its members or appointed agents upon reasonable notice and at any reasonable time, to enter and inspect any Lot for compliance with this Section 7 of this Declaration or any other provision in the Declaration under which the ACC has jurisdiction.
- E. To exercise any other powers delegated to it by other provisions of this Declaration and/or by the Board of Directors of the Association.

7.6 Review Criteria. The ACC may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

- A. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration and for architectural guidelines adopted from time to time by the ACC.
- B. Failure to include information in such plans and/or as requested by the ACC;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed alteration or improvements, including without limitation, color or color scheme, finish, proportion, style or architecture, height, bulk or appropriateness of any proposed alteration or improvement;
- D. Incompatibility of the proposed alteration or improvement with existing improvements.
- E. Failure of the proposed alteration or improvement to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations;
- F. Any other matter which in the judgment and sole discretion of the ACC would render the proposed alteration or improvement inharmonious or incompatible with the General Plan of Development of the Community.

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7.7 Permits and Certificates of Occupancy; Compliance; Completion of Improvements.

- A. After the plans and specifications and plot plans and other data submitted have been approved by the ACC, no alteration, improvement or structure shall be erected, constructed, placed or maintained upon the Lot or Dwelling Structure unless same shall be erected, constructed, placed or maintained in conformity with the plans and specifications and plot plans approved by the ACC. Any alteration, construction or structure which shall be erected, constructed, placed or maintained which is not in conformity with the plans and specifications and plot plans approved by the ACC shall be deemed to have been undertaken without such approval and to be in violation of this Declaration.
- B. Furthermore, no certificate of occupancy (if applicable) shall be issued unless the Owner(s) have complied with this Section 7.
- C. Unless specifically excepted by the ACC, all improvements shall be completed within six (6) months from the date of commencement of the improvement, and must be commenced within six (6) months after the ACC renders its approval.

7.8 Records of Meetings. The ACC shall keep minutes and maintain records of all votes taken at ACC meetings. The ACC may also take action without a meeting by unanimous written consent of all members of the ACC.

7.9 No Waiver. The approval of the ACC of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ACC of the right to object to any of the features or elements embodied in such plans and specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots, even if submitted by the same Owner(s) and/or contractor(s).

7.10 Liability for Actions of the ACC. Neither the Board of Directors or Officers of the Association, the members of the ACC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by anyone submitting plans for approval, or any other party, due to any mistakes in judgment, negligence or nonfeasance of the ACC in connection with the approval or disapproval of plans. Neither the Board of Directors nor the officers of the Association, the members of the ACC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans

or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

7.11 Variance. The ACC may authorize variances from compliance with the provisions of any architectural standards adopted by the ACC which are not inconsistent with this Declaration, when circumstances such as topography, natural obstructions, hardships, aesthetic, or environmental considerations require. Such variance must be evidenced in writing and approved by a majority of the entire membership of the ACC, which variance must also be approved by the Board of Directors in order for the variance to be effective. If such variances are granted, no violation of this Declaration or the ACC's architectural guidelines shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or architectural guidelines for any purpose except as to the particular Lot and particular provisions of the architectural guidelines, covered by the variance, nor shall it affect, in any way the Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and set-back lines imposed by any governmental or municipal authority, nor shall it entitle the Owner or any other Owner to a similar variance in the future.

7.12 Appeal to the Board of Directors. In the event that the ACC disapproves in writing an application in accordance with this Section 7 and other procedures adopted by the ACC, the applicant may appeal directly to the Board of Directors. In order for the Board to entertain such an application, the original request to the Board must be received by the Board not more than thirty (30) days following the final decision of the ACC. The ACC shall be notified by the Board of Directors of all appeals and have the right to present reasons why the request was disapproved or not approved in full. The Board of Directors shall have thirty (30) days following the receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision within its sole discretion.

7.13 Architectural Guidelines. The following constitute architectural guidelines for the Community applicable to Owners and Occupants, which are in addition to any other guidelines or restrictions contained elsewhere in this Declaration. The existence of a guideline or restriction does not obviate the need for ACC approval, which still does exist. The absence of a guideline or restriction does not mean that an alteration or improvement is allowed, but simply that the ACC has discretion on the matter, which may or may not be documented in writing by the ACC in written form or architectural guidelines outside of this Declaration.

A. Doors.

1. Screen and security doors must be bronze in color and flush to the building or entry door to the Dwelling Structure.
2. Door decorations are permitted.

B. Windows.

1. Window fans are prohibited other than on the garage window.
2. Reflective material/window tinting is/are permitted on the windows so long as the color of the material/tinting is bronze or smoked medium gray. At no time shall aluminum foil be permitted on the inside or outside of the windows.
3. Window treatment is required within ten (10) days of a Dwelling Structure's occupancy. The backing of window treatment on the interior of the window shall be of such color that it blends harmoniously with the exterior color(s) of the Dwelling Structure. Window treatments cannot include sheets, towels or other items not intended as window treatment.
4. No wall or window airconditioning and heating units are permitted.

C. Roofs.

1. No metal roofs are allowed except on porches. All metal porch roofs shall be of the "low pitch" style, keeping white panels out of view from other Lots or the streets. A screened roof of an atrium style is permitted with a "high pitch" style.
2. Skylights are permitted but only on the rear elevation of the Dwelling Structure; where the color is harmonious with the roof color; is of low profile with no screen; and does not exceed two feet by four feet in size.
3. Roof ventilators and turbines are prohibited.

4. Rain gutters and downspouts shall be erected at all roof eaves.
- D. Hurricane Shutters. Hurricane shutters shall be limited to roll-up, accordion or panels, with the color limited to almond.
- E. Exterior Colors. No exterior Dwelling Structure color change shall be permitted.
- F. Exterior Porch Enclosures. Exterior porch enclosures shall be limited to screen, glass, vinyl and/or plexiglass, with the roof lines to be as set forth in Section 7.13.C.1 above.
- G. Additions. Side room additions are prohibited. Rear roofed porch additions are permitted but cannot extend more than twelve feet from the maximum depth of the original Dwelling Structure.
- H. Awnings. Awnings are prohibited.
- I. Driveways. Double sized driveways are permitted.
- J. Basketball Hoops and Backboards. Basketball hoops and backboards are prohibited.
- K. Landscaping.
 1. Landscaping accent pieces and ornaments, plant borders and hanging plants are permitted so long as they do not interfere with the Association's landscape maintenance obligations.
 2. No hedge, shrub or tree planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge, shrub or tree shall be permitted to remain within

the above-described limits of intersections unless the foliage line is maintained at or above six feet above the roadway intersection elevation to prevent obstruction of sight lines. The ACC may grant exceptions in specific instances.

3. No trees measuring six inches or more in diameter at ground level may be removed without the written approval of the ACC, unless located within ten feet of the Dwelling Structure or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any Lot without the consent of the ACC, until the Owner shall be ready to begin construction.
- L. Laundry. No portion of the Common Area shall be used for the drying or hanging of laundry. No portion of a Lot shall be used for the drying or hanging of laundry unless such laundry is adequately screened from public view, so that the laundry is not visible from any Lot, Common Area or from outside of the Community; the foregoing is subject to F.S. 163.04, as amended from time to time.
- M. Solar Panels. Solar panels shall be permitted only as required by F.S. 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ACC shall be permitted to dictate the placement, screening and color of same.
- N. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted on any Lot shall be those that are protected by federal law. To the extent an acceptable signal, as recognized by federal law, can be obtained, a satellite dish or antenna shall be installed within the Dwelling Structure. To the extent that an acceptable signal as defined by federal law, cannot be obtained from within the Dwelling Structure, then to the extent that such a signal is possible from the rear of the Dwelling Structure, then the antenna or satellite dish shall be installed to the rear of the Dwelling Structure; otherwise, the installation shall be placed on the Lot in the place least visible from other Dwelling Structures, such that an acceptable signal as defined by federal can be obtained. All satellite dishes and any antenna not installed on a mast must be screened from view on a Lot by landscaping, the cost of which shall not exceed that recognized by the Federal Communications Commission ("FCC") and any applicable cases or administra-

tive rulings as exist from time to time. Notwithstanding the foregoing to the contrary, in no event shall any restrictions contained in this subsection impair a viewer's ability to receive video programming services prohibited by federal law, and/or impose any unreasonable delay or expense as recognized by such cases and rulings. The following additional criteria for antenna and satellite dish installations are as follows:

1. Where the installation is to the rear of the Dwelling Structure, then the satellite dish shall be installed no further to the rear of the Lot than the setback line and at least four feet from each of the side Lot lines. Where the installation is to the front of the Dwelling Structure, same shall be installed no further than six feet from the front elevation of the Dwelling Structure.
2. The mounting post for the satellite dish shall be securely anchored to a concrete slab or not less than twenty-four inches by twenty-four inches, with a thickness of not less than six inches, and using at least two five-inch anchor bolts.
3. All sides of the satellite dish and any underground cable shall be protected by a border planting bed with a minimum clearance of twelve inches on all four sides of the mounting slab. Cable buried underneath must be of sufficient depth and protected by conduit or other means to minimize future damage.

7.14 Association Alterations. Subject to the provisions of Section 11.1.F below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the Common Area which are approved by the Board of Directors; provided however, if the cost of same shall exceed 5% of the annual budget including reserves, cumulatively in a budget year, then the alteration or improvement may not be made unless approved or ratified by a majority of the voting interests of those members of the Association present in person and by proxy at a members meeting. Notwithstanding the foregoing to the contrary, in the event that any alteration or improvement is also necessary or beneficial in the maintenance, repair, replacement or protection of the Common Area or protection of the Owners or Occupants, then such alteration or improvement shall not require the ratification or approval of the Owners as provided for in this Section 7.14.

Section 8. USE AND OCCUPANCY RESTRICTIONS. The use and occupancy of the Properties shall be in accordance with the following provisions so long as the

Community exists:

8.1 Occupancy of Lots; Subdivision.

- A. General. Each Lot shall be occupied by Owners or tenants and their family members and Guests and employees, as a residence and for no other purpose, subject to any other provision in the Governing Documents and in the Rules and Regulations relating to use of the Lot.
- B. Subdivision. No Lot may be subdivided into more than one Lot. Only entire Lots may be sold, leased or otherwise transferred.

8.2 Age. There is no minimum or maximum age for occupancy.

8.3 Pets and Animals.

- A. Classifications. No pet or animal shall be permitted on the Properties, except for two cats, two dogs, or one of each per Lot, not to exceed thirty-five (35) pounds when measured at maturity; birds in cages in reasonable numbers and kept inside of the Dwelling Structure; fish in tanks kept in the Dwelling Structure; and hamsters, gerbils and the like in terrariums kept in the Dwelling Structure. No such pet or animal shall be bred or kept for commercial purposes.
- B. The following shall apply as to permitted pets and animals under this Section 8.3:
 - 1. When outside of the Lot, all permitted pets and animals must be accompanied by an attendant who shall have such pet or animal firmly held by collar and leash. No pet or animal shall be permitted to run at large outside the Dwelling Structure.
 - 2. The Owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
 - 3. The pet/animal owner and the Owner of the Lot in

involved shall be strictly liable for damages caused by the pet/animal to the Properties.

4. Any pet/animal owner's privilege to have a pet/animal reside in the Community shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

8.4 Vehicles and Parking.

- A. Prohibited Vehicles. Trucks including pick up trucks whether or not a camper top exists ("Prohibited Vehicles"), shall not be permitted anywhere on the Properties, unless such vehicle is also listed in Subsection C below, in which it shall be permitted at all.
- B. Additional Prohibited Vehicles or Items. This Subsection B lists additional prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited from being stored or parked anywhere on the Properties outside of the garage, unless such vehicle or item is also listed in Subsection B below, in which case it need not be parked or stored inside of the garage: Dirt bikes, motorcycles, mopeds or other self-powered bicycles; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; three-wheel motorized vehicles; motorcycles and mopeds; dirt bikes; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.
- C. Exceptions to A and B above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 8.4:
 1. Moving vans for the purpose of loading and unloading,

but not between the hours of midnight and 6:00 a.m., with a 48 hour limit.

2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility vehicles which are permitted. A two-axle van or two-axle sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

D. Classifications and Definitions.

1. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection C.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 8.4.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle"

even without the sign or logo.

E. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted.
2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.
3. No motor vehicle, including moving vans, shall be parked at any time on or even partially on the grass/swales within the Community (except for landscaping equipment at the direction of the Board of Directors).
4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.
6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
7. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Community. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 8.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 8.4.

8. Vehicle protective covers are prohibited.
9. All speed limit and traffic directional signage shall be observed.
10. The Association, by and through the Board, may assign one or more parking spaces for the exclusive use of one or more Lots.
11. Parking in another Owner's or lessee's driveway is prohibited without the written consent of that Owner or lessee and registration with the Association.
12. Vehicles parked on the street must face the direction of traffic, cannot be parked where curbs are painted yellow, and must park no closer than fifteen feet from any street corner.
13. All vehicles must display a current registration tag.

F. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. Towing shall not be the exclusive remedy or a condition precedent for the Association.

8.5 Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each Lot shall be consistent with existing ordinances and laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No inflammables except propane for grills and fuel for lawn mowers in federally approved containers shall be stored anywhere on the Properties. Televisions, radios and musical instruments may only be

used at such times and at such volume so as not to create a disturbance for other Owners and Residents. A hazardous substance as defined by applicable law shall not be used or stored on any Lot, except that a minimal amount required for normal household purposes may be used or stored in keeping with applicable law.

8.6 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Lot (interior or exterior and vehicles on the Properties) or on any vehicle such that they may be viewed from the Common Area or other Lots; provided however, that the following shall not violate this Section 8.6:

- A. Signs on vehicles permitted by Section 8.4 above.
- B. Official notices of the Association;
- C. Vehicle bumper stickers and parking decals which do not indicate any Lot is for sale or for rent.
- D. One security sticker and one handicapped sticker should be affixed only to the window and not to exceed three inches by five inches.
- E. One "for sale" or "for rent" sign only inside the front window of the Dwelling Structure.
- F. One flag on the Lot or Dwelling Structure.

8.7 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section 8.7:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. An Owner's practice of leasing his or her Lot.

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- C. The business of operating the Association.
- D. Garage sales, estate sales, lawn or other sales of goods shall be prohibited at any time.

8.8 Trash and Garbage, Storage. No rubbish, trash, garbage or other waste material shall be kept or permitted in the Community except in containers with lids on, behind the privacy wall of the Dwelling Structure, and no odor shall be permitted to arise therefrom, so as to render the Community or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other properties in the vicinity thereof, or to its Occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Community except behind the privacy wall of the Dwelling Structure. All recyclables shall be stored behind the privacy wall of the Dwelling Structure. Trash containers with lids on and tied and secured plastic bags containing trash and recyclables shall be permitted to be placed in the front of any Dwelling Structure abutting the Common Area or the streets no earlier than sundown on the day before the scheduled day for trash or recyclables removal, and same must be removed on the day of removal and placed on the Owners' Lot behind the privacy wall of the Dwelling Structure.

8.9 Solicitation. No business solicitation whatsoever shall be permitted in the Community; however, solicitation for the benefit of a charitable organization shall be permitted by residents of the Community only. This shall not preclude an owner from inviting a person or firm to enter the Community for the purpose of contracting business with the Owner.

8.10 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon a Lot.

8.11 Insurance Rates. No owner shall do anything in the Common Area or on the Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board of Directors, nor shall any Owner or Occupant do or keep anything within the Community which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

8.12 Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No

derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any Lot.

8.13 Garage Use. No garage may be used as living space nor be made into one or more rooms.

8.14 Association Meeting Room. Use of the Association meeting room shall be limited to Association sponsored functions or meetings, and for no other purpose.

SECTION 9. LEASING OF LOTS AND DWELLING STRUCTURES; GUEST USE IN THE ABSENCE OF THE HOST. An Owner may lease only his entire Lot and Dwelling Structure, and then only in accordance with the Declaration, after providing written notice to the Association as provided for in this Section 9. Reference to "leasing" in this Section 9 shall also include rental. Written notification is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease, and in connection with any Guest occupying a Lot in the absence of the Owner or lessee as host. The host is considered "absent" when the host does not stay overnight with the Guest.

A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease and any occupancy by a Guest in the absence of the Owner or lessee as host is referred to in this Section 9 as a "Transfer"

9.1 Procedures. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s) or Guests and intended adult occupants. The Board of Directors is authorized to adopt a registration form such as may require specific personal, social and other data relating to the intended lessee(s) or Guests and intended adult occupants, as may reasonably be required by the Board of Directors. The registration form shall be completed and submitted to the Association along with and as an integral part of the notice of intended Transfer. All occupants under a Transfer shall be required to submit himself and/or herself to an interview with the Board of Directors. It is understood that the Association does not have the right of approval or disapproval under this Section 9.

9.2 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.

- B. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.
- C. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

9.3 Registration Fee. A Registration fee in the amount of \$50.00 shall be due and owing to the Association.

9.4 Security Deposit for New Lease. A refundable deposit in the sum of \$200.00 shall be due and owing in connection with any new lease, for which the occupants under the new lease shall receive one electronic gate opener, one pool key, one walk through gate key and four pool identification tags, which shall be refunded within seven (7) days after these items are returned in the same condition upon which they were received, normal wear and tear excepted. The security deposit may be increased from time to time by the Board of Directors, but no increase shall be made more often than once in any calendar year.

9.5 Minimum Term. The minimum term for any lease shall be one (1) consecutive month.

9.6 Renting Rooms. No rooms shall be rented in any Dwelling Structure. The intention is that only entire Lots and Dwelling Structures may be rented.

SECTION 10. OWNERSHIP AND TRANSFER OF OWNERSHIP OF LOTS AND DWELLING STRUCTURES. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot and Dwelling Structure shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Lot agrees to observe.

10.1 Forms of Ownership.

- A. General. There is no limitation as to the ownership of Lots in this Community.
- B. Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 10.2 below. In that event, the life tenant shall be the only Association member from such Lot, and the occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Lot. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.

10.2 Transfer of Ownership of Lots.

A. Transfers Subject to this Section 10.2

1. Sale or Gift. No Owner may dispose of a Lot or any interest in the Lot by sale or gift (including agreement for deed) without compliance with the procedures outlined in Section 10.2.B below.
2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Lot shall be subject to the procedures outlined in Section 10.2.B below.
3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Lot shall be subject to the procedures outlined in Section 10.2.B below. Changes of beneficial ownership of a Lot through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or a trust, will also constitute a Transfer. If a Lot is owned by a corpora-

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by a corporation, partnership, trust or other entity, the Owner shall designate one person or one family as the Occupant, and any other Occupants shall be treated as lessees or Guests, as applicable.

The foregoing is sometimes referred to in this Section 10.2 as a "Transfer".

- X*
- B. Procedures. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed Owner and intended adult occupants. The Board of Directors is authorized to adopt a registration form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and intended adult occupants, as may be reasonably required by the Board of Directors. The registration form shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer. All prospective owners and intended adult occupants under a Transfer shall be required to submit himself and/or herself to an interview with the Board of Directors. It is understood that the Association does not have the right of approval or disapproval under this Section 10.
 - Assessment X* C. Registration Fee. A registration fee in the amount of \$50.00 shall be due and owing to the Association.
 - D. Security Deposit for Transfer. A refundable deposit in the sum of \$200.00 shall be due and owing in connection with any Transfer, for which the occupants shall receive one electronic gate opener, one pool key, one walk through gate key and four pool identification tags, which shall be refunded within seven (7) days after these items are returned in the same condition upon which they were received, normal wear and tear excepted.

10.3 Certain Exceptions. Section 10.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

nor shall such Section 10.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

- A. Proviso. This Section 10.3 shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with all other provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 10.2 above.

Section 11. INSURANCE AND CASUALTY. The insurance which will be carried upon the Properties in the Community shall be governed by the following provisions:

11.1 By the Association.

- A. Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under the Governing Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.

1. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9.1 shall be a common expense of the Association; notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Dwelling Structure or of the Common Area by particular Owner(s) shall be levied against a Lot and Owner and paid by such Owner(s) as a Charge and collectible as Charges are collected pursuant to the Declaration.
2. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.

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3. The Association is hereby permitted to purchase insurance policies which contain deductibles.
 4. The Board of Directors of the Association is empowered to adjust claims under any policies of insurance carried by the Association.
 5. All policies shall be issued by a company authorized to do business in Florida.
- B. Required Coverage. The Association shall maintain adequate insurance covering the Common Area in an amount determined annually by the Board of Directors, but in no event less than 100% of the then current replacement cost value.
- C. Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.
- D. Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.
- E. Share of Insurance Proceeds. All insurance policies obtained by the Association shall provide that all proceeds covering property losses shall be paid to the Association.
- F. Reconstruction and Repair After Casualty. Any damage or destruction to the Common Area shall be repaired or reconstructed by the Association, substantially in accordance with the plans and specifications for the original improvements; or if such plans and specifications are lost or unavailable, then in accordance with plans and specifications approved by the Board of Directors of the Association. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the damaged Common Area, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of

the costs of reconstruction and repair are insufficient, the Association shall levy a Special Assessment against all Owners in sufficient amounts to provide funds for the payment of such costs. Notwithstanding the foregoing to the contrary, repair of damage or destruction to the Common Area is optional if this Declaration is terminated as provided for in Section 15 below.

11.2 By the Owners.

- A. Each Owner hereby covenants to maintain full casualty insurance coverage on all portions of his Lot, inclusive of the entire Dwelling Structure. Such coverage shall include loss by damage by fire and all other hazards covered by a standard extended coverage endorsement; all perils covered by the standard "all risk" endorsement; and an Inflation Guard Endorsement where obtainable. The Owners may, but shall not be required to, procure title insurance and insurance upon their personal property and for their personal liability and living expense. All policies shall be issued by a company authorized to do business in Florida.
- B. All insurance purchased by Owners under this Section 11.2 shall be so purchased at their own expense.
- C. All damage or destruction to any Lot improvement shall be repaired or reconstructed with improvements of at least similar size and type, and subject to the approval of the ACC; the provisions of Section 7 shall apply here. Construction shall proceed diligently and continuously. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the overall quality of the General Plan of Development is maintained by requiring damaged Dwelling Structures to be rebuilt, repaired or replaced and that unsightly and dangerous conditions on the Lots are remedied as soon as possible.

Section 12. CONDEMNATION OR EMINENT DOMAIN. The circumstances of a taking of Common Area by the power of eminent domain and/or of any taking of Common Area or other Properties by way of condemnation, eminent domain or inverse condemnation, shall be dealt with in such reasonable manner as determined to be appropriate under the circumstances by two-thirds of the entire Board of Directors. For the purposes of this Section 12, each Owner shall be considered as having sufficient property rights in and to

the Common Area so as to be able to institute a claim directly against the taking authority.

Section 13. COMPLIANCE AND DEFAULT; REMEDIES.

13.1 Duty to Comply; Right to Sue.

A. Each Owner, his tenants, guests, and invitees, and the Association, shall be governed by and shall comply with the provisions of applicable statutes, the Governing Documents, and the Rules and Regulations, and architectural guidelines of the ACC. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner against:

1. The Association;
2. An Owner;
3. Tenants, guests or invitees occupying a Lot and Dwelling Structure or using the Common Area; or
4. Any member of the Board of Directors who willfully and knowingly fails to comply with the foregoing.

13.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 6 and in Section 11.2 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 6 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and Occupants; or should any Owner violate Section 7 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within a reasonable time, but not longer than the time period referenced in the Rules and Regulations of the Association. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Lot), whereupon the cost of this work (and in addition thereto, a reasonable administra-

tive fee which is permitted to be charged by the Association over and above same) shall become a Charge against the Owner and Lot concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

- B. This Section 13.2 is in addition to the rights of entry onto the Lots and Dwelling Structures as provided for in Sections 13.3 and 13.4 below.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 13.2, the following shall apply:
 - 1. The notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 - 2. The notice period shall not apply to Section 13.3 below.

13.3 Negligence; Damage Caused by Condition in Lot. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Area made necessary by his act or negligence, or by that of any member of his family or his guests, invitees, agents, or lessees. If any condition, defect or malfunction existing within a Lot or Dwelling Structure, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Lots and Dwelling Structures, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Lot and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

13.4 Association's Access. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Lots and Dwelling Structures only for the purposes of inspection, maintenance, repair, replacement, alteration and improvement of those Properties for which it is obligated to maintain, repair and replace.

13.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, invitees, etc. or any occupants of their Lots comply with the Governing Documents and Rules and Regulations of the Board of Directors and architectural guidelines of the ACC; as amended from time to time; and the statutes which apply; and as such, are responsible and liable to the Association for viola-

tions of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Lots.

13.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

13.7 Costs and Attorneys' and Paralegal Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, tenants and invitees or any occupants of the Lot), or the Association, or any tenants, guests or invitees occupying a Lot or using the common area, to comply with the Governing Documents or Rules or Regulations as amended from time to time, or governing statutes, the prevailing party shall be entitled to recover from the losing party, costs and attorneys' and paralegals' fees, including those incurred in appellate proceedings.

13.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations of the Association, or at law or in equity.

Section 14. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

14.1 Association Lien Foreclosure. Certain mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 5.8.A and 5.11.E.1 above.

14.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Lot, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Lot at the foreclosure sale. Any mortgagee shall have the right to accept title to the Lot in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Lot at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Lot for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

14.3 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Governing Documents and Rules and Regulations of the Association, and the official records of the Association which by an applicable statute, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

14.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

14.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Lot on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Governing Documents by an Owner of any Lot on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Community or any Lot.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Lot on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

Section 15. TERMINATION. The Community may be terminated in the following manner:

15.1 Agreement. The Community may be terminated but only after December 20, 2003, by the approval in writing by the Owners of two-thirds (2/3) of the Lots.

15.2 General Provisions. Upon termination, the former Owners shall become the Owners, as tenants in common, of all Common Area and the assets of the Association. The shares of such tenants in common shall be equal. The mortgagee or

lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of the termination. The termination of the Community shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of the County. Under no circumstances shall termination of the Declaration result in increased maintenance responsibilities to a governmental authority.

15.3 New Community. The termination of the Community does not bar creation of another community affecting all or any portion of the same property, except that in the new community all Dwelling Structures shall continue to be used solely as single family residences.

15.4 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in the Articles of Incorporation and By-Laws for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15.5 Provisions Survive Termination. The provisions of this Section 15 shall be deemed covenants running with the land, and shall survive the termination of the Community until all matters covered by those provisions have been completed.

15.6 Priority - Conflict. In the event that there is any conflict between this Section 15 and Section 16 below, the language contained in this Section 15 shall control and govern.

Section 16. AMENDMENT OF DECLARATION.

16.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of 20% of the Lots.

16.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting, in which case it shall be submitted for vote within three (3) months after the annual meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners.

16.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than 60% of the voting interests of all members of the Association. If the amendments were proposed by

a written petition signed by the Owners pursuant to Section 16.1 above, then the concurrence of the Board of Directors shall not be required.

16.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration. The certificate shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment, and any joinders and consents required, are recorded in the public records of the County.

Section 17. MISCELLANEOUS PROVISIONS:

17.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

17.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Homeowners' Association statute.
- B. The Corporate Act.
- C. Other Florida Statutes which apply.
- D. This Declaration.
- E. The Articles of Incorporation.
- F. The By-Laws.
- G. The Rules and Regulations of the Board of Directors and ACC, and architectural guidelines adopted by the ACC.

17.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

17.4 Invalidity. In the event any court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be

reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporator(s) of the Association.

17.5 Captions. The captions in this Declaration and in the Articles of Incorporation and By-Laws attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

17.6 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

17.7 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association notified, in writing, of his/her mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagee holding a mortgage on his/her lot. The Association shall be permitted to rely on information supplied by Owners in writing.

17.8 Covenant Running with the Land. All provisions of the Governing Documents shall be perpetual and be construed to be covenants running with the Properties in the Community, and all of the provisions of the Governing Documents shall be binding upon and enure to the benefit of subsequent owner(s) of Properties within the Community, and their respective heirs, personal representatives, successors and assigns. None of the provisions contained in the Governing Documents are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

17.9 Duration. This Declaration, as amended from time to time, shall run and bind the Properties until December 20, 2003, at which time the Declaration, as amended, shall automatically be renewed for successive periods of ten (10) years, unless and until terminated as provided in Section 16 above.

SECTION 18. EFFECTIVE DATES. The Effective Date of the provisions of this Amended and Restated Declaration with exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County; provided however, that to the extent that any provision in this Declaration contains a use restriction or easement which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable; and further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the Effective Date.

EXHIBIT "B"

TABLE OF CONTENTS

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND ADDRESS	B-1
ARTICLE II. DEFINITIONS	B-1
ARTICLE III. PURPOSE, POWERS AND DUTIES	B-2
ARTICLE IV. MEMBERSHIP AND VOTING IN THE ASSOCIATION	B-4
ARTICLE V. DIRECTORS	B-4
ARTICLE VI. OFFICERS	B-5
ARTICLE VII. BY-LAWS	B-5
ARTICLE VIII. AMENDMENTS TO THE ARTICLES OF INCORPORATION	B-5
ARTICLE IX. TERM	B-6
ARTICLE X. DISSOLUTION OF THE ASSOCIATION	B-6
ARTICLE XI. REGISTERED AGENT AND REGISTERED OFFICE	B-7
CERTIFICATE OF ADOPTION	B-7

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 APR 15 PM 1:35

FILED

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of Walton Court Property Owners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on December 30, 1983 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Walton Court Property Owners' Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is Walton Court Property Owners' Association, Inc., and its mailing address is 2261 S.E. Brashford Street, Port St. Lucie, Florida 34952.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Amended and Restated Declaration of Covenants and Restrictions as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the Amended and Restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Amended and Restated Declaration are incorporated by reference into these Articles.

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE, P.A.
3300 PGA Boulevard, Suite 970
Palm Beach Gardens, Florida 33410
(561) 627-3585

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ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the community and corporate statutes for the operation of Walton Court, located in St. Lucie County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

Section 3.2 Powers.

- A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or any applicable statute and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Community, the Lots and Dwelling Structures included.
- B. Powers. The Association shall have all of the powers reasonably necessary to operate the Community pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Community and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the Properties pursuant to the Governing Documents.
 3. To purchase insurance upon the Community for the protection of the Association and its members, as required by the Governing Documents.
 4. To make improvements of the Properties, subject to limitations in the Declaration regarding same.
 5. To reconstruct improvements after casualty.

6. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties, inclusive of the Lots and Dwelling Structures, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
7. To contract for the management and maintenance of the Community, including access control personnel and services, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Community and Association property.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
2. The Association shall have the power to mortgage the common area; however, where the total debts of the corporation, including the principal amount of any such mortgage outstanding at any time exceeds two years' assessments at the particular time, then the maximum may be exceeded only by the affirmative vote of two-thirds of the voting interests of those members voting in person or by proxy at a members meeting.
3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Governing Documents.
4. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the voting interests of those members voting in person or by proxy at a members meeting called for this purpose.

5. Real property may be added to the Community only upon the assent of two-thirds of the voting interests of those members who are voting in person or by proxy at a members meeting duly called for this purpose.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 720 and 617, Florida Statutes and the Governing Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the law or Governing Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII

BY-LAWS

The Amended and Restated By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once

certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these Articles, these Articles may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and not less than 60% of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article XI of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

- A. The Association may be dissolved upon a resolution to that effect being recommended by four-fifths (4/5) of the entire membership of the Board of Directors then serving, and approved by not less than two-thirds (2/3) of the voting interests of all members of the Association.
- B. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
1. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept and shall be used for purposes similar to those for which the Association was formed. If same is not accepted, then to a similar not-for-profit or nonprofit corporation, association or trust.
 2. Remaining assets, if any, shall be distributed among the Members, as tenants in common, each Member's share of the assets to be determined in accordance with each Member's voting rights.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

Prior to the filing of these Amended and Restated Articles, the Registered Agent for the Association is Jay Steven Levine, Esquire, and the Registered Office of the Registered Agent is 2500 N. Military Trail, Suite 490, Boca Raton, Florida 33431. The Registered Agent and Registered Office for the Association remain unchanged.

CERTIFICATE OF ADOPTION OF THE AMENDED
AND RESTATED ARTICLES OF INCORPORATION

THE UNDERSIGNED, being the duly elected and acting president of WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC., hereby certifies that the foregoing was approved by a majority of the entire membership of the Board of Directors on JANUARY 24, 2003, at a special board meeting called for the purpose, with quorum present; and was approved by a majority of the voting interests of those members

EXHIBIT "C"

TABLE OF CONTENTS

AMENDED AND RESTATED BY-LAWS
OF
WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

Section 1.	GENERAL	C-1
Section 2.	MEMBERSHIP AND VOTING RIGHTS	C-1
Section 3.	MEMBERS MEETINGS	C-2
Section 4.	BOARD OF DIRECTORS; COMMITTEES	C-9
Section 5.	OFFICERS	C-17
Section 6.	COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE OR ACC MEMBERS	C-19
Section 7.	FISCAL MATTERS	C-19
Section 8.	SYSTEM OF FINES AND/OR SUSPENSIONS FOR NON-COMPLIANCE	C-22
Section 9.	PARLIAMENTARY RULES	C-24
Section 10.	EMERGENCY BY-LAWS	C-24
Section 11.	AMENDMENT OF THE BY-LAWS	C-25
Section 12.	INDEMNIFICATION	C-27
	CERTIFICATE OF ADOPTION	C-28

OR 1600 PG 1550

AMENDED AND RESTATED BY-LAWS

OF

WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.
(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. GENERAL. These are the Amended and Restated By-Laws of WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC. hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Amended and Restated Declaration for Walton Court, and in the Amended and Restated Articles of Incorporation shall apply to terms used in these Amended and Restated By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be all record Owners of Lots in the Community, subject to the provisions of Section 10.1.B of the Declaration.

2.2 Change in Membership. A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation

incurred in, or in any way connected with, the Community during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. Each member of the Association is entitled to one (1) vote for each Lot owned by him/her. The total number of possible votes (the "voting interests") shall equal the total number of Lots. If a Lot is owned by one natural person, his right to vote shall be established by a record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record Owners. Votes shall be cast for Lots owned under a trust arrangement, may be cast by any trustee. Votes shall be cast for Lots owned by an estate in probate, by any personal representative of the estate. Votes cast for Lots owned by a corporation shall be cast by any officer of the corporation; and Lots owned by a business named partnership shall be cast by any partner. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. Votes shall be cast in person or by proxy. Notwithstanding any provision in the Governing Documents to the contrary, any member whose right to vote has been suspended shall cease to be a voting member for the duration of the suspension and any percentage vote or consent provided for in the Governing Documents shall be calculated without any regard to the voting interests which have been so suspended. (For example, reference in any Governing Document to a specified number of the voting interests or consents or consents of all members shall be that number multiplied by the voting interests not suspended).

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Lot if in an Association meeting, unless the joinder of record owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of March of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
 - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. The officer, manager or other person making

such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

3.6 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
 - 1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 - 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be

revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Community Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the coowners and the person signing appears to be acting on behalf of all the coowners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is

received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Governing Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum. The quorum for the annual and special members' meetings shall be 30% of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.

- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business
- K. New business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be five (5) or seven (7) persons, the precise number being as determined by the Board of Directors from time to time.
- B. Term. Each Director shall serve for a term of one year, who shall serve until the end of the members' meeting at which his or her

successor is duly elected, unless he or she sooner resigns or is recalled.

- C. Qualifications. All Directors shall be members or their spouses, or any trustee, or an officer of a corporation as Owner or any partner of a business named partnership as Owner.

4.2 Election of Directors. At each election meeting, which shall be part of the annual meeting, the members shall elect as many Directors as there are terms of Directors expiring. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No member may cast more than one vote for any candidate, it being the intention that casting ballots in the election of Directors shall be non-cumulative. Any ties shall be decided by the drawing of a lot. A newly elected Director shall take office immediately upon the adjournment of the annual meeting. It shall be permissible for the Board of Directors to establish a nominating committee to recommend nominees for the Board, if the Board so chooses from year to year. However, the appointment of a nominating committee shall not be required.

- A. Any member may nominate himself or herself at the annual meeting so long as such right is guaranteed by any applicable statute as amended from time to time.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective. When a Directors conveys title to his or her Lot such that the Director does not meet any of the qualifications required of Directors under Section 4.1.C above, then such Director shall be deemed to have automatically resigned from the Board upon such event, which resignation shall be deemed automatic without any action required from the Board of Directors; the foregoing shall not be considered a recall of that Director.

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4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The Board shall be called if demand is made pursuant to Section 3.3 of these By-Laws. The notice of meeting must be accompanied by a dated copy of a signature list of the required percentage of voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board meeting subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next annual meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall by Special Meeting. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided by special meeting for in

Section 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his or her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

- B. Vacancy In Connection with Recall by Special Meeting. If a vacancy occurs on the Board as a result of a recall at a meeting as provided for in Section 4.4.B above, the members of the Association shall fill any vacancy at that same meeting. Any Director recalled shall not be eligible for reelection until the next annual meeting of the Members.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.
- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members. Notices of all Board meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not so posted, notice of each Board meeting must be mailed or delivered to each member at last seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting

unless the notice of the meeting includes a statement that an assessment will be considered and the nature of the assessment.

- D. Agenda. The notice of any Board meeting may but shall not be required to identify agenda items, except that when an annual or special assessment shall be considered, the notice must state that the particular assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by applicable statutes as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:
1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
 2. He or she votes against or abstains from the action taken. An abstention for any other reason shall be considered an affirmative vote.

4.9 Owners Rights at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. Any member may tape record or videotape meetings of the Board of Directors, subject to any applicable and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Board meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. The president of the Association, or in his or her absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost

of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than five (5) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously in the Community, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees.

- A. Standing and Special Committees. The Board of Directors, by resolution, may appoint committees to assist in the conduct of the affairs of the Association.
- B. Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:
1. determine the common expenses required for the operation of the Association and the Community;
 2. determine the assessments payable by the Owners to meet the common expenses of the Association;

3. adopt or amend Rules and Regulations;
4. purchase or lease real property in the name of the Association;
5. approve or recommend to Owners any actions or proposals required by law or by the Governing Documents to be approved by the Owners; and
6. fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors; and
7. Those matters as prohibited by law, from time to time.

C. Formality. The ACC and any committee which renders a final decision regarding the expenditure of Association funds, must follow all formalities required of F.S. 720.303(2), as amended from time to time.

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, a vice-president, a treasurer and a secretary, all of whom shall be elected annually by a majority vote of the entire Board then serving. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. He or she shall appoint committees, except that only the Board can appoint an executive committee.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He or she shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of

the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1st through December 31st of each year, unless the Board votes otherwise, no later than the end of the year preceding the budget year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall set out separately all fees or charges for recreational amenities, regardless of who owns same. Reserves for deferred maintenance and capital expenditures may come up but shall not be required to, be included in the annual budget; the failure of the Board to include reserves shall not give any owner or person any action against the Association for same. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not

invalidate the budget or the annual assessments due pursuant to the unadopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

7.2 Annual Assessments. Annual assessments based on the adopted budget shall be paid in four (4) installments, in advance, due on or before the first day of January, April, July and October of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Lot's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.3 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C above shall apply.

7.4 Acceleration of Assessments. If any annual or special assessment installment as to a Lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual assessment for that fiscal year and/or special assessment, as applicable. To the extent that the a new budget has not been adopted as of the date that the Association accelerates, for purposes of calculating of the budget to be accelerated, it shall be presumed that the old budget amount is to be accelerated, with any increase or decrease which exists once the new budget is adopted to be credited or debited to the Owner, as

applicable. The accelerated assessment shall be due and payable on the later of fifteen (15) days after mailing or ten (10) days after the Owner's receipt of written notice from the Association of its intention to accelerate.

7.5 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

7.6 Financial Reporting. The Association shall provide such financial reporting as may be required by applicable statutes as amended from time to time, but the Association may also authorize a greater form of financial reporting than required by the applicable statutes as amended from time to time if the Board so determines.

7.7 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.8 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

7.9 Fidelity Bonds. All officers and other persons who are signatories on Association bank accounts shall be bonded in an amount not less than the sums in the accounts to which the individual is a signatory.

Section 8. SYSTEM OF FINES AND/OR SUSPENSIONS FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines and/or suspension of use of the Common Area and/or voting rights on any Owner and Lot as well as upon any lessee, guest or invitee, for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), invitee(s),

etc. The notice and opportunity for a hearing required under this Section 8 shall not apply to fines and/or suspensions relating to an Owner's nonpayment of assessments and Charges.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), invitee(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), invitee(s), etc.

8.3 Written Notice Required; Contents. No fine and/or suspension of use of the Common Area and/or voting rights shall be imposed for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine and/or suspension should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine and/or suspension should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Hearings Committee referred to in Section 8.6 below shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

8.4 Levy of Fines. A fine for each violation shall be the maximum allowed by law as amended from time to time. This fine may be levied at such rate per day for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Hearing Committee's notice informs the offending party or parties of this fact. The maximum for a total fine shall be the maximum sum permitted by law from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Hearings Committee in order that a record of offenses and offenders may be kept.

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8.6 Hearing Before The Hearings Committee. If the offending party or parties requested a hearing before the Hearings Committee, then the following shall apply:

- A. A party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Hearings Committee that the Owner is in violation, whereupon the fine and/or suspension may be levied without further warning.

The Hearings Committee shall consist of at least three (3) Members appointed by the Board of Directors, none of whom are officers, Directors, or employees of the Association, nor the spouse, parent, child, brother or sister of same.

8.7 Collection of the Fine; Imposition of the Suspension. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The fine shall be paid and collectible as a Charge pursuant to the provisions of the Declaration. Once a suspension is deemed to be appropriate, the Association shall provide written notice to the Owner of the suspension and the applicable provisions of the suspension.

8.8 Concurrent Remedies. The fine and/or suspension system may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents of law. As such, the fine and/or suspension system is not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Governing Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.9 Special Provision Regarding Suspension of Voting Rights. The voting interest of an Owner shall be deemed automatically suspended without any formal action

by the Association after the Owner is delinquent in excess of ninety (90) days in the payment of the annual assessment; any payments received by an Owner toward the annual assessment shall be applied as stated in Section 5.6 of the Declaration. The voting interest of an Owner shall be automatically reinstated upon full payment of the delinquent annual assessment remaining after the Owner's payment of any interest, late fees, costs and attorneys' and paralegal fees due and owing for same.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Governing Documents or applicable law.

Section 10. EMERGENCY BY-LAWS. The following shall apply:

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by not less than 60% of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Lot need sign the petition for that Lot.

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members.

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these By-Laws, these By-Laws may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and by not less than 60% of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws must be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.B of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to

which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

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CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting president of WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC. hereby certifies that the foregoing was approved by a majority of the entire membership of the Board of Directors on March 27, 2003, at a special board meeting called for the purpose, with quorum present; and was approved by not less than two-thirds of the voting interests of all those members of the Association present in person and by proxy at an Owners' meeting, held on March 27, 2003, called for the purpose, with quorum present.

The foregoing both amend and restate the By-Laws in their entirety.

EXECUTED this 3RD day of April, 2003

WALTON COURT PROPERTY
OWNERS' ASSOCIATION, INC.

BY: Sign Jim Compton
PRESIDENT

Print JIM COMPTON
Current Address 1322
REMINGTON CT - P.S. 2

AMENDMENTS

2008 LEASING OF LOTS

3-25-2021 VOTING

8-16-2022 RENTALS

12-5-2022 ROOF

5-2-2023 IRRIGATION

PROPOSED AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WALTON COURT

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. The lead-in to Section 9 and Section 9.1 of the Amended and Restated Declaration shall be amended to read as follows:

"SECTION 9. LEASING OF LOTS AND DWELLING STRUCTURES; GUEST USE IN THE ABSENCE OF THE HOST. An Owner may lease only his entire Lot and Dwelling Structure, and then only in accordance with the Declaration, after ~~providing written notice to the Association as provided for in~~ complying with this Section 9. Reference to "leasing" in this Section 9 shall also include rental. Written notification is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with or after a lease, and in connection with any Guest occupying a Lot in the absence of the Owner or lessee as host. The host is considered "absent" when the host does not stay overnight with the Guest.

A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with or after a lease and any occupancy by a Guest in the absence of the Owner or lessee as host is referred to in this Section 9 as a "Transfer".

~~9.1 Procedures. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s) or Guests and intended adult occupants. The Board of Directors is authorized to adopt a registration form such as may require specific personal, social and other data relating to the intended lessee(s) or Guests and intended adult occupants, as may reasonably be required by the Board of Directors. The registration form shall be completed and submitted to the Association along with and as an~~

PREPARED BY:
Jay Steven Levine, Esquire
Jay Steven Levine, P.A.
3300 PGA Boulevard, Suite 530
Palm Beach Gardens, Florida 33410
(561) 627-3585

~~integral part of the notice of intended Transfer. All occupants under a Transfer shall be required to submit himself and/or herself to an interview with the Board of Directors. It is understood that the Association does not have the right of approval or disapproval under this Section 9.~~

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer within ten (10) business days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s) and intended occupants, an executed copy of the proposed lease; Registration Fee, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s) and any intended occupants, as a condition of approval.

B. Approval. After the required notice and all information, Registration Fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within ten (10) business days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved only if the Board so votes, and in such case the Transfer shall not be made. Notice of disapproval shall be sent or delivered in writing to the Unit Owner. Grounds for disapproval shall be limited to the following reasons: The tenants or any intended occupants are unable to comply with Florida Statutes, the provisions contained in the Governing Documents and/or Rules and Regulations of the Association; the Owner is delinquent in the payment of assessments, Charges and/or interest, late fees, costs and attorneys' fees; and/or the tenants or intended occupants have a criminal background.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 9.1 be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data including driver's license and social security number relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants, including background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer. The Association may also be entitled to conduct an on-site interview with the lessee and intended adult occupants as a condition to approval.

G. Certain Exceptions. Section 9.1 shall not apply to any lease by an Owner to his or her spouse, child, parents, the parent of his or her spouse, his or her brother or sister, the brother or sister of his or her spouse, or the spouses of any of the foregoing. Section 9.1 shall also not apply to a lease by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Dwelling Structure concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his or her successors or assigns, or through foreclosure proceedings; nor shall such Section 9.1 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the lease by a purchaser who acquires title to a Dwelling Structure at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

1. Proviso. Subsection 9.1.G shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with Florida Statutes and any provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 9.1."

2. Section 9.3 of the Amended and Restated Declaration shall be amended to read as follows:

"9.3 Registration Fee. A Registration fee in the amount of \$50.00 shall be due and owing to the Association. The Registration Fee may be increased from time to time by the Board of Directors, but no increase shall be made more often that once in any calendar year."

Vote 1

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4854077 04/27/2021 11:15:40 AM
DR BOOK 4598 PAGE 2078 - 2080 Doc Type: CTF
RECORDING: \$27.00

PREPARED BY AND RETURN TO:
Brennan Grogan, Esq.
Florida Association Attorneys
11891 US Highway One North
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North Palm Beach, FL 33408
(561) 627-3585

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR WALTON COURT**

WHEREAS, The Declaration of Covenants and Restrictions for Walton Court was originally recorded in Official Record Book 419, at Page 1019, and amended in its entirety by that Amended and Restated Declaration of Covenants and Restrictions recorded on January 28, 2008, in Official Record Book 2931, Page 1735, Public Records of St. Lucie County, Florida ("Amended and Restated Declaration").

WHEREAS, Article 16.3 of the Amended and Restated Declaration provides that the Declaration may be amended by the concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than 60% of the voting interest of all members of the Association;

WHEREAS, on 3/25/21, not less than a majority of the entire membership of the Board of Directors did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, on 3/25/21, not less than 60% of the voting interests of all members of the Association did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate and Exhibit "1" shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, the Amended and Restated Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendments shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Amended and Restated Declaration shall remain unchanged and in full force and effect.

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the amendment attached to this Certificate has been approved by not less than sixty (60%) of the members with a voting interest at a member meeting and a majority of the Board of Directors as required by the Declaration.

3-25-21

DATED this 15 day of April, 2021.

2
Vote

WITNESSES: WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

Isabel Rios de Reyes

Print: Isabel Rios de Reyes President

By: [Signature]

[Signature]

Print Name: Donald R POOLE

Print: Odette Cruz

STATE OF FLORIDA)
) ss:
COUNTY OF ST. LUCIE)

SWORN TO AND SUBSCRIBED BEFORE ME by means of a physical presence or online notarization, this 15 day of April, 2021, by Donald R POOLE, who is personally known to me or who has produced FL ID CARD (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendments the act and deed of the corporation.

WITNESS my official seal in the County of St. Lucie, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign:

[Signature]

(SEAL)
expires:

August 30/2021

My commission

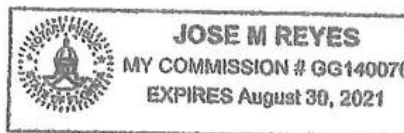


EXHIBIT "1"

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (—) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

I. AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS

1. Sections 16.3 of the Amended and Restated Declaration shall be amended to read as follows:

"16.3 Vote Required.

3-25-21

A. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors ~~and not less than 60% of the voting interests of all members of the Association and a majority of the voting interests present in person or by proxy at a meeting.~~ If the amendments were proposed by a written petition signed by the Owners pursuant to Section 16.1 above, then the concurrence of the Board of Directors shall not be required.

3
Vote

PREPARED BY AND RETURN TO:
Brennan Grogan, Esq.
Florida Association Attorneys
824 W. Indiantown Road
Jupiter, FL 33458

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR WALTON COURT

WHEREAS, The Declaration of Covenants and Restrictions for Walton Court was originally recorded in Official Record Book 419, at Page 1019, and amended in its entirety by that Amended and Restated Declaration of Covenants and Restrictions recorded on January 28, 2008, in Official Record Book 2931, Page 1735, Public Records of St. Lucie County, Florida ("Amended and Restated Declaration").

WHEREAS, Article 16.3 of the Amended and Restated Declaration provides that the Declaration may be amended by the concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established;

WHEREAS, on March 31, 2022, not less than a majority of the entire membership of the Board of Directors did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, on March 31, 2022, not less a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate and Exhibit "1" shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, the Amended and Restated Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendments shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Amended and Restated Declaration shall remain unchanged and in full force and effect.

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the amendment attached to this Certificate has been approved by not less a majority of the voting members with a voting interest at a member meeting after a quorum was established and a majority of the Board of Directors as required by the Declaration.

DATED this 16 day of AUGUST, 2022.

Revised

WITNESSES:

Barbara Pohl

WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

By: X [Signature]

Print: BARBARA POHL

Anne Roberts ^{SECRET}

Print Name: DONALD POOLE, PRESIDENT

Print: Anne Roberts

STATE OF FLORIDA)

) ss: ,

COUNTY OF ST. LUCIE)

SWORN TO AND SUBSCRIBED BEFORE ME by means of physical presence or online notarization, this 16 day of AUGUST, 2022, by DONALD POOLE, who is personally known to me or who has produced DRIVERS LICENSE (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendments the act and deed of the corporation.

WITNESS my official seal in the County of St. Lucie, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign:

X [Signature]
Berlinda Richardson

(SEAL)

expires:

7-1-2025

My commission

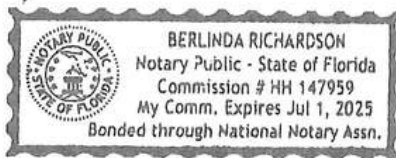


EXHIBIT "1"

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

I. AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS

Rental
at

FLORIDA INDIVIDUAL ACKNOWLEDGMENT
F.S. 117.05(13)

State of Florida

County of St. Lucie }

The foregoing instrument was acknowledged before me by means of

Physical Presence,

— OR —

Online Notarization,

this 16 day of August, 2022, by
Date Month Year

Donald Poole

Name of Person Acknowledging

Berlinda Richardson

Signature of Notary Public — State of Florida

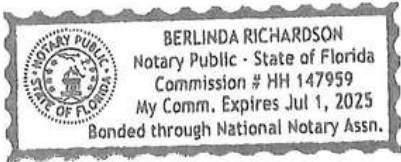
Berlinda Richardson

Name of Notary Typed, Printed or Stamped

Personally known

Produced Identification

Type of Identification Produced: Drivers License



Place Notary Seal Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate of Amendment to Amend and Stated

Document Date: 8-16-22 Declaration of Coverture and Restrictions for Walter Court
Number of Pages: 1

Signer(s) Other Than Named Above: _____

Rental
W

"9.7 Lease Waiting Period. No Owner shall lease the Lot and Dwelling Structure for the first two years of ownership. The timeframe shall be measured from the recording of the deed or other instrument transferring title to the Lot. The foregoing shall apply whether the agreement is a lease, rental or license agreement, and shall be in conjunction with Florida Statute Section 720.306(1)(h)."

3

Rental
4

PREPARED BY AND RETURN TO:
Brennan Grogan, Esq.
Florida Association Attorneys
824 W. Indiantown Road
Jupiter, FL 33458

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR WALTON COURT

WHEREAS, The Declaration of Covenants and Restrictions for Walton Court was originally recorded in Official Record Book 419, at Page 1019, and amended in its entirety by that Amended and Restated Declaration of Covenants and Restrictions recorded on January 28, 2008, in Official Record Book 2931, Page 1735, Public Records of St. Lucie County, Florida ("Amended and Restated Declaration").

WHEREAS, Article 16.3 of the Amended and Restated Declaration provides that the Declaration may be amended by the concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established;

WHEREAS, on November 17, 2022, not less than a majority of the entire membership of the Board of Directors did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, on November 17, 2022, not less a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate and Exhibit "1" shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the amendment attached to this Certificate has been approved by not less a majority of the voting members with a voting interest at a member meeting after a quorum was established and a majority of the Board of Directors as required by the Declaration.

DATED this 5th day of December, 2022.

Roof
1

WITNESSES: WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

[Signature]
Print: Donald R. Poole President

By: Berlinda Richardson

[Signature]
Print: Anne W. Roberts

Print Name: Berlinda Richardson

STATE OF FLORIDA)
) ss:
COUNTY OF ST. LUCIE)

SWORN TO AND SUBSCRIBED BEFORE ME by means of physical presence or online notarization, this 5th day of December, 2022, by Donald Poole, who is personally known to me or who has produced FL. Drivers license (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendments the act and deed of the corporation.

WITNESS my official seal in the County of St. Lucie, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign: [Signature]
Berlinda Richardson

(SEAL) My commission expires: July 1, 2025



EXHIBIT "1"

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (—) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Unless otherwise amended hereby, Section 7.13.C.1 of the Amended and Restated Declaration shall remain unchanged and in full force and effect.

Roop
2

I. AMENDED AND RESTATED DECLARATION OF COVENANTS AND
CONDITIONS

1. Section 7.13.C.1 of the Declaration shall be amended and further state:

“...

C. Roofs.

~~No metal roofs are allowed except on porches.~~ Only metal and shingle roofs are permitted, subject to the Architectural Guidelines established in this Declaration and the Architectural Guidelines established outside of this Declaration. All metal porch roofs shall be of the “low pitch” style, keeping white panels out of view from other Lots or streets. A screened roof of an atrium tyle is permitted with a “high pitch” style.

...”

PREPARED BY AND RETURN TO:
Brennan Grogan, Esq.
Florida Association Attorneys
824 W. Indiantown Road
Jupiter, FL 33458

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR WALTON COURT**

WHEREAS, The Declaration of Covenants and Restrictions for Walton Court was originally recorded in Official Record Book 419, at Page 1019, and amended in its entirety by that Amended and Restated Declaration of Covenants and Restrictions recorded on January 28, 2008, in Official Record Book 2931, Page 1735, Public Records of St. Lucie County, Florida ("Amended and Restated Declaration").

WHEREAS, Article 16.3 of the Amended and Restated Declaration provides that the Declaration may be amended by the concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established;

WHEREAS, on April 24, 2023, not less than a majority of the entire membership of the Board of Directors did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, on April 24, 2023, not less a majority of the voting interests present in person or by proxy at a meeting of the members of the Association after a quorum was established did approve of an amendment to the Amended and Restated Declaration in the particulars as set forth in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate and Exhibit "1" shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Walton Court, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the amendment attached to this Certificate has been approved by not less a majority of the voting members with a voting interest at a member meeting after a quorum was established and a majority of the Board of Directors as required by the Declaration.

DATED this 2nd day of May, 2023.

5-2-23
- [unclear signature]

Berlinda Richardson

By: Anne W. Roberts

Print: Donald Poole President

Donald Poole

Print Name: Anne W Roberts

Print: _____

STATE OF FLORIDA)
) ss:
COUNTY OF ST. LUCIE)

SWORN TO AND SUBSCRIBED BEFORE ME by means of physical presence or online notarization, this 3rd day of May, 2023, by Donald Poole, who is personally known to me or who has produced Florida Drivers License (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendments the act and deed of the corporation.

WITNESS my official seal in the County of St. Lucie, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign: Berlinda Richardson
Berlinda Richardson

(SEAL.)

My commission

expires:

7-1-2025

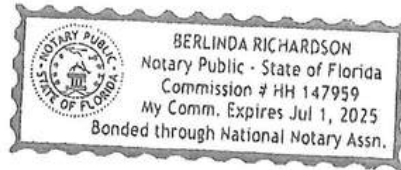


EXHIBIT "1"

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF WALTON COURT PROPERTY OWNERS' ASSOCIATION, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Unless otherwise amended hereby, the Amended and Restated Declaration shall remain unchanged and in full force and effect.

I. AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS

5-2-23²
Irrigation

1. Section 6.1(A) of the Amended and Restated Declaration shall be amended to read as follows:

"6.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense.

A. Only the following portions of the Lots:

1. Moving, fertilization, and exterminating of landscaping originally installed at the time of construction of the Dwelling Structure, but no replacement or additional landscaping.

~~2. Irrigation.~~

3. Roof replacement other than in connection with a casualty. Roof maintenance and repair shall not be the responsibility of the Association.

4. Painting and cleaning of stucco trim, exterior doors and exterior railings, but excluding screens, glass and hurricane/storm protection.

5. Sidewalks situated on the Lots."

2. Section 6.2(A) of the Amended and Restated Declaration shall be amended to read as follows:

"6.2 Maintenance by Owners. Each Owner is responsible at his own expense, for the maintenance, repair and replacement of the following Properties:

A. The entire of his Lot and Dwelling Structure, including irrigation, except as otherwise provided to be the responsibility of the Association under 6.1A above."