

**PROPOSED AMENDMENT TO THE
RESTATED AND AMENDED DECLARATION OF
COVENANTS, RESTRICTIONS AND ASSESSMENTS OF BOYETTE SPRINGS**

Article 2, Section 2.3, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

2.3 Amendments. This Declaration may be amended with the approval of (i) two-thirds (66.67%) of the voting interests of the Association ~~sixty-six and two-thirds percent (66%) of the Board;~~ and (ii) ~~a majority of all of the votes present (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum of the Board present.~~

Article 8, Section 8.1, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

8.1 ~~Types of Assessments.~~ Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed) including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the Assessments²). ~~All Owners shall pay Assessments.~~ Lack of Assessment and Foreclosure Rights. In no event shall the Association have any right to collect assessments from the Owners or Lots. At no time will the Association enter into and force a judicial foreclosure.

Article 8, Section 8.2, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

8.2 ~~Amount.~~ The annual assessment will be \$30.00 per lot. At least 20 days before the end of each fiscal/calendar year, the Board shall prepare and make available to each Owner (posting on HOA website permitted) a proposed budget for the Association's operation during the next ensuing fiscal/calendar year. If such budget required an annual assessment of 115% or less of the annual assessment for the fiscal year that ending, the assessments that are proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than 115% of the annual assessment then the Board shall call a membership meeting on not less than 15 days prior notice for the purpose of approving such increase. A majority of votes of those members present and

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~~voting in person or by proxy is sufficient for approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the members voting either in person or by proxy shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice or less than the existing assessment. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year the annual assessment then in effect automatically will continue for the ensuing year.~~

Article 8, Section 8.3, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.3 — Purpose of Assessments. — The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreations, health, safety and welfare of the residents of Boyette Springs and the general activities and expenses of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board.~~

~~—— 8.3.1 Any annual assessments (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");~~

~~—— 8.3.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (hereinafter "Special Assessments");~~

~~—— 8.3.3 Assessments for which one or more Owners (but less than all Owners) within Boyette Springs is subject ("Individual Assessments") such as costs of special services provided to a Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Lot. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Lot (other than those portions of a Lot maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the lot and to repair, restore~~

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~~and maintain the Lot as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Further, in the event that Association decides it is in the best interest of Boyette Springs that Association performs any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment.~~

Article 8, Section 8.4, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.4 — Designation. The designation of Assessment type shall be made by Association. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.~~

Article 8, Section 8.5, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.5 — General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments, and Reserves shall be allocated equally to each Owner.~~

Article 8, Section 8.6, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.6 — Use Fees and Individual Assessments. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or costs as specified by Association.~~

Article 8, Section 8.7, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.7. — Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner.~~

Article 8, Section 8.8, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.8 — Shortfalls and Surpluses. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not~~

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~~budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.~~

Article 8, Section 8.9, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.9 Budget. Annual budgets shall be prepared and adopted by Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Lot is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget.~~

Article 8, Section 8.10, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:~~

~~8.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association, (i.e. monthly, quarterly, or annually).~~

~~8.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or times as determined.~~

~~8.10.3 Board may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Board.~~

Article 8, Section 8.11, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

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~~8.11 — Assessments Estoppel Certificates. No owner shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated the Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records, and preparing such estoppel certificate.~~

Article 8, Section 8.12, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.12 — Payment of Lot Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.~~

Article 8, Section 8.13, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.13 — Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall related back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable~~

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~~attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.~~

Article 8, Section 8.14, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.14 Lien Not Subordinate to Mortgages. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any Lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Lot pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee or its assignees, shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the Requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee is not liable will be assessed against the subsequent owners(s) who acquire(s) title from such mortgagee or its assignee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.~~

Article 8, Section 8.15, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.15 Non Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the~~

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~~due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. If the assessment has not been paid within thirty (30) days the Association shall provide the Lot owner with written notice for the past due assessment(s) as well as any other amounts owed to the Association, including attorney's fees and actual costs. Said written notice shall provide the Lot owner with forty five (45) days follows the date the notice is deposited in the mail to make payment. Said written notice shall be sent by registered or certified mail, return receipt requested, and by first class Unites States mail to the Lot owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the parcel owner subject to the notice at the address of the pareel if the Lot owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first class United States mail is sufficient. Upon the expiration of said 45 day period, the assessment lien may commence to include interest on the principal amount plus late charges, at the highest rate permitted by law from the date first due and payable together with attorney's fees and costs. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees at all levels of proceedings, including appeals, collections and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non use of, or the waiver of the right to use Common Areas or by abandonment of a Lot.~~

Article 8, Section 8.16, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.16 Exemption. The Board shall have the right to exempt any portion of Boyette Springs subject to this Declaration from the Assessments, provided that such portion of Boyette Springs exempted is used (and as long as it is used) for any of the following purposes:~~

~~8.16.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;~~

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~~8.16.2 Any of Boyette Springs exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;~~

~~8.16.3 Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit or residents in the Development of Regional Impact of which Boyette Springs is a part.~~

Article 8, Section 8.17, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.17 Rights to Pay Assessments and Receive Reimbursement. Association and any Lender of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.~~

Article 8, Section 8.18, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~8.18 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Lot subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.~~

Article 11, Section 11.4, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

11.4 Right of Entry. Each Lot with a house thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any Lot Owner shall fail, neglect, or omit to trim or maintain any Lot in the street line, or fail to keep clean and maintain any lot in the manner specified herein from more than ten (10) days after having been given written notice to do so by the Association, addressed via

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registered or certified mail to such owner at his last known address, the Association may enter such lot for the purposes of remedying said defects and failures stated in said notice, ~~and the expense of so remedying said defects shall be charged to the owner of such Lot and shall become a lien upon said Lot, collectable and enforceable in the same manner as other charges and liens hereinafter provided.~~

Article 12, Section 12.5, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

12.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Association, and/or Owners, where applicable, by and procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, or to recover damages, ~~or to enforce any lien created herein.~~ The expenses of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

Article 12, Section 12.6.4, of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs is amended to read as follows:

~~12.6.4 The Deed Restriction Compliance Committee may recommend to the Board of Directors Individual Assessments against the Owner in an amount up to \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board of Directors may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. The provisions regarding the suspension of use rights do not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.~~

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