CFN 20140468835
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RECORDED 12/19/2014 14:42:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1290 - 1292; (3pgs)

This instrument prepared by and return to:
Cari A. Podesta, Esquire
St John, Rossin, Podesta & Burr, PLLC
1601 Forum Place, Suite 700
West Palm Beach, Florida 33401

CERTIFICATE OF AMENDMENT TO THE AMENDED AND SECOND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Amended and Second Restated Declaration of Covenants and Restrictions for Oaks East Homeowners Association, Inc. ("Amended and Second Restated Declaration"). The amendment was approved by an affirmative vote of fifty-one (51%) percent of the members by written consent in lieu of a meeting of the members. The Amended and Second Restated Declaration is recorded in Official Records Book 25357, at Page 0458 of the Public Records of Palm Beach County, Florida.

DATED this 17 day of December 2014.

As to witnesses:

GARY A. McBEAN
Witness

JOHN V. DeLORENCE
Witness

Oaks East Homeowners Association, Inc.

By: Bill B. Norton
Print Name: Bill Norton
~~William~~ Norton, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of December, 2014, by William Norton, as Vice President of Oaks East Homeowners Association, Inc., a Florida not for profit corporation on behalf of the corporation, and who is personally known to me or has produced _____ as identification and who did not take an oath.

NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

(SEAL)

JAIME LYNN STERLING
MY COMMISSION #FF178927
EXPIRES November 23, 2018
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

AMENDMENT TO THE AMENDED AND SECOND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST HOMEOWNERS ASSOCIATION, INC.

The Amended and Second Restated Declaration of Covenants and Restrictions for Oaks East Homeowners Association, Inc. ("Amended and Second Restated Declaration") is recorded in Official Records Book 25357, at Page 458 of the Public Records of Palm Beach County, Florida.

(As used herein, words underlined are added and words stricken through are deleted)

The following provisions of Article XVI "Conveyances" of the Amended and Second Restated Declaration are hereby amended to read as follows:

ARTICLE XVI
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in Oaks East, the sale or lease of Units shall be subject to the following provisions:

...

2. Lease Agreement Terms and Occupancy Restrictions. Any and all lease agreements, including any renewals of the same lease, between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement, including any renewal, to comply with such terms and conditions shall be a material default and breach of the lease agreement, including any renewal. ~~The lease agreement, including any renewal, shall also state the party who will be responsible for the assessments as stated above, and~~ It shall be the obligation of all Unit Owners to supply the Board with a copy of said written lease agreement, including any renewal, prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, including any renewal, a Unit Owner, by leasing his Unit, automatically delegates his/her/their right of use and enjoyment of the Common Areas and facilities to his/her/their lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement, including any renewal. In the event any lease of a Unit is terminated prior to the expiration of the twelve (12) months minimum term, or renewal term, no new lease shall be approved by the Association until after the expiration of said minimum twelve (12) month period as if the lease or renewal of the lease went to term. The intent of the foregoing is to restrict leasing or re-leasing of a Unit to only (1) time in a twelve month period. The foregoing restriction may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates a bona fide "hardship" in the literal enforcement of this limitation. Any waiver granted by the Board shall only apply to the specific lease transaction or renewal, and shall not apply to any new leases for the same Unit or establish a precedent for any other lease transaction in Oaks East. The total number of persons residing in a Unit shall not exceed the limit as established by law. No rooms within a Unit may be individually rented and no transient tenants may be accommodated; provided, however, that the restriction on room renting may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates bona fide "hardship" in the literal enforcement of this restriction. Any such waiver granted by the Board may contain conditions and shall apply only to a specific room renting, and shall not establish a precedent for room renting in the residence for which the

waiver was granted or elsewhere in Oaks East. In addition to any other right or remedy available to the Association provided hereunder, should an Owner(s) become delinquent in the payment of any monetary obligation to the Association during the term of any lease the Association may demand that the lessee pay to the Association all subsequent rental payments and continue to make such rental payments until all monetary obligations of the Owner related to his/her/their Lot are paid in full and/or the Association releases the lessee or the lessee discontinues tenancy in the Lot. The Association shall have all rights and remedies to evict the lessee for non-payment of rent as provided under applicable Florida law including Section 720.3085, Florida Statutes, as amended. In any such eviction action any fees and costs associated with such action, including attorney's fees and costs and pre-suit fees and costs, shall be the responsibility of the Unit Owner and levied by the Association as an assessment in accordance with Article XIV of this Declaration. The Owner hereby appoints the Association as its agent and attorney-in- fact with respect to such legal action, however, the Association shall not be considered the landlord/lessor under any lease and shall not be liable to the Owner or lessee under any lease when taking action in this capacity. The restrictions and rights of the Association as provided in this paragraph shall be included in all lease agreements and all leases shall be deemed to have included the provisions of this paragraph upon approval by the Association.

3. Pre-condition for leasing. Notwithstanding anything in this Declaration to the contrary, no Unit Owner, except the Association, may lease a Unit until two (2) years after the date of purchase of a Unit; provided however, that this particular restriction shall not apply to those Unit Owners who have a written lease agreement approved by the Association in place prior to the effective date of this provision. In the case of a Unit with a previously approved lease in place upon the effective date of this provision or in the event of a sale or transfer of a Unit with a previously approved lease, this restriction shall commence upon the termination of the previously approved lease.

~~3~~4 Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules, and Regulations of the Association, including the restrictions set forth in this Article XVI.

4 5 Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the ~~Homeowners~~ Association's governing d~~D~~ocuments, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the ~~Homeowners~~ governing ~~d~~Documents is corrected.

~~5~~6 Compliance. The Board of Directors has or will adopt procedures to ensure compliance with the provisions of this Article. All prospective purchasers, and lessees shall be required to comply with the procedures adopted by the Board for sales or for leasing, as applicable to the transaction, prior to occupying or taking possession or title to any Unit. In the event that any sale or lease transaction, including a lease renewal, fails to comply with the procedures established by the Board or generally in this Article, then such sale or lease transaction, including renewal, shall be considered void.

-END OF AMENDMENT-

CFN 20120296817
OR BK 25357 PG 0458
RECORDED 07/30/2012 15:00:50
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0458 - 499; (42pgs)

This instrument prepared by:
Cari A. Podesta, Esquire
St. John Rossin Podesta Burr & Lemme, PLLC
1601 Forum Place, Suite 700
West Palm Beach, Florida 33401

CERTIFICATE OF AMENDMENT TO AND SECOND RESTATEMENT OF RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST

I HEREBY CERTIFY that the Restated Declaration of Covenants and Restrictions for Oaks East ("Restated Declaration") was amended and then restated for a second time as set forth in the Amended and Second Restated Declaration of Covenants and Restrictions for Oaks East ("Amended and Second Restated Declaration") attached as Exhibit "1" to this Certificate. The amendments to the Restated Declaration incorporated into the Amended and Second Restated Declaration attached as Exhibit "1" were duly adopted as amendments to the Restated Declaration. The Restated Declaration is recorded in Official Records Book 23514, at Page 1033 of the Public Records of Palm Beach County, Florida.

DATED this 6th day of JULY, 2012.

OAKS EAST HOMEOWNERS ASSOCIATION, INC.

By: _____
Jim LeJeune
Its: Vice President

Witness: _____

Witness: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me this 6th day of JULY, 2012, by Jim LeJeune, as Vice President of Oaks East Homeowners Association, Inc., a Florida corporation not-for-profit, who executed same on behalf of the corporation, and who produced _____ as identification or who is personally known to me and who did not take an oath.

TRACEY LINDNER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD955105
Expires 4/15/2014

Notary Public

TRACEY LINDNER
Print Name

EXHIBIT '1'
AMENDED AND SECOND RESTATED DECLARATION
FOR
OAKS EAST HOMEOWNERS ASSOCIATION, INC.

EDITORIAL SUMMARY: THE FOLLOWING PROVISIONS OF THE RESTATED DECLARATION WERE AMENDED PRIOR TO THEIR SECOND RESTATEMENT:

ARTICLE I-Paragraph 10, Paragraph 24, Paragraph 25, Paragraph 29, and Paragraph 31

ARTICLE II-Paragraph 1, Paragraph 2 and Paragraph 3

ARTICLE III-Paragraph 1 and Paragraph 2

ARTICLE IV-Paragraph 2 and Paragraph 3

ARTICLES V-Paragraph 2B, Paragraph 2G, Paragraph 2H, Paragraph 2K, Paragraph 2L, Paragraph 2M (ii), Paragraph 2P, Paragraph 2Q, Paragraph 2T, Paragraph 2V, Paragraph 2W and Paragraph 2X

ARTICLE VI-Paragraph 1 and Paragraph 4

ARTICLE VII-Paragraph 2

ARTICLE VIII-Paragraph 1A, Paragraph 2A, Paragraph 2C and Paragraph 2E

ARTICLE IX-Paragraph 1E, Paragraph 1F, Paragraph 2H, Paragraph 3A, Paragraph 3C, Paragraph 3D and Paragraph 5

ARTICLE X-Paragraph 1

ARTICLE X-Paragraph 1B (v) and Paragraph 3

ARTICLE XII-Paragraph 1, Paragraph 2, Paragraph 3, Paragraph 4 and Paragraph 5

ARTICLE XII-Paragraph 1, Paragraph 2, Paragraph 3 and Paragraph 4

*ARTICLE XV-(Now Article XIV)

*ARTICLE XVI-(Now Article XV) Paragraph 1, Paragraph 2, Paragraph 3, Paragraph 4 and Paragraph 5

*ARTICLE XVII-(Now Article XVI) Paragraph 2 and Paragraph 5

*ARTICLE XVIII-(Now Article XVII) Paragraph 2

*ARTICLE XIX-(Now Article XVIII) Paragraph 1, Paragraph 6, Paragraph 7, and Paragraph 9

***Note:** Article XIII "Developer's Rights" was deleted and subsequent Articles were renumbered accordingly.

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
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This Table of Contents was created to assist with your review of the Restated Declaration of Covenants and Restrictions

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, is made this 23rd day of AUGUST, 1991, by DIVOSTA AND COMPANY, INC., a Florida corporation, ("Developer"), and by OAKS EAST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, ("Association"),

The Developer was the owner of the real property described in Exhibit "A" and Exhibit "2" attached to this Declaration, and incorporated into this Declaration by reference. The Developer intended by this Declaration to impose restrictions upon certain properties under a general plan of development to mutually benefit all owners of residential properties within the restricted property. The Developer desired to provide a flexible, manageable, and reasonable procedure for the overall development of the restricted property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the restricted property.

The Developer declared that the property restricted by this Declaration and any additional property which may be subjected to this Declaration by a subsequent amendment shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the property subjected to this Declaration.

In 1994, the Developer conveyed to the Oaks East Homeowners Association legal title to the Common Areas, along with all rights and responsibilities of ownership, management and maintenance of the Oaks East Community property to the Association.

ARTICLE I
DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Association (hereinafter defined). A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "B".

2. "Assessment" means a share of the funds which are required for the payment of Association Expenses, which from

time to time is assessed against the Members (hereinafter defined) of the Association.

3. "Association" shall mean and refer to the Oaks East Homeowners Association, Inc., its successors and assigns.

4. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Property Owners Association (hereinafter defined), including any reasonable reserve, all as may be found to be necessary and appropriate by the Board and by the Property Owners Association, where appropriate, pursuant to the Homeowners Documents (hereinafter defined).

5. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all Members.

6. "Board" shall mean the Board of Directors of the Association.

7. "By-Laws" shall mean and refer to the By-Laws of the Association, attached hereto, made a part hereof, and marked Exhibit "C".

8. "Common Area" shall mean those areas of real property shown on the plat of Oaks East (hereinafter defined), together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The common area shall consist of:

A. All portions of the Property (hereinafter defined), which are submitted to this Declaration, and are dedicated to the Association, that are not Units;

B. All portions of the Property submitted to this Declaration that are not dedicated to any governmental entity or to the public for a public use, if any.

9. "County" shall mean Palm Beach County, Florida.

10. "Community-Wide Standard" shall mean the standard of appearance, condition, conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be reasonably and more specifically determined by the Board and set forth in writing. The Community-Wide Standards are part of the governing documents for the Association, and are independent of the Rules and Regulations.

11. "Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

12. "Developer" shall mean and refer to DiVosta and Company, Inc., a Florida corporation, its successors and assigns.

13. "General Plan of Development" shall mean that portion of the plat of Oaks East dedicated to the Association and submitted to this Declaration, initially or by subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the Property.

14. "Homeowners Documents" means in the aggregate this Declaration, the Articles, and the By-Laws of the Association; as well as the Declaration of Covenants and Restrictions for The Oaks, the Articles of Incorporation for The Oaks Property Owners Association, Inc. ("Property Owners Association" or "POA"), the By-Laws of the Property Owners Association and all of the instruments and documents referred to herein and executed in connection with the General Plan of Development.

15. "Institutional Mortgagee" shall mean any lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

16. "Lot" shall mean a Unit as defined below.

17. "Member" shall mean a member of the Association.

18. "Oaks East" is the name given to a planned unit development located in Palm Beach Gardens, Florida.

19. "Oaks East Homeowners Association, Inc." shall mean that certain entity created to maintain, manage, and control the Common Areas. It shall be referred to as the "Association", but it may also be referred to as the "Homeowners Association" or "HOA".

20. "Occupant" shall mean the occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).

21. "Owner" shall mean and refer to one (1) or more Persons (defined below) who hold the record title to any Lot which is created on the Property, but excluding any party holding an interest merely as security for the performance of an obligation.

22. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

23. "Property" or "Properties" shall mean all of the real and personal property submitted to this Declaration. The real property initially submitted to this Declaration is described in Exhibit A.

24. "Roads" shall mean and refer to any street or thoroughfare which was constructed by the Developer within the Common Areas, and which is dedicated to the Property Owners Association or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, or similar designation.

25. "Rules and Regulations" shall mean the rules, regulations, and policies as may be adopted by the Board or by the Property Owners Association from time to time by resolution or motion carried.

26. "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

27. "Special Assessment" shall mean and refer to those assessments levied in accordance with the further terms of this Declaration.

28. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

29. "The Oaks" is the name given to a planned unit development located in Palm Beach Gardens, Florida, consisting of the Oaks East community and the Sun Terrace community.

30. "The Oaks Property Owners Association, Inc." shall mean that certain entity created to hold, maintain, manage, and control certain property for the benefit of the Members and other Persons. It shall be referred to as the "Property Owners Association" or "POA".

31. "Transfer Date" shall mean the date that the Developer relinquished the right to appoint a majority of the Directors to the Board, and conveyed legal title to the Common Area to the Association.

32. "Unit" shall mean a finished portion of the Properties, for which a certificate of occupancy has been issued by the appropriate jurisdiction and which is intended for use and occupancy as an attached or detached residence for a single family. A Unit may also be referred to as a "single family home".

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

1. Initial Property. The Property subject to this Declaration is as stated in Exhibit "A" and Exhibit "2" to this Declaration.

ARTICLE III
PROPERTY RIGHTS

1. Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

1. Membership. The owner of the fee simple title of record of each Unit shall be a mandatory member of the Homeowners Association and of the Property Owners Association.

2. Homeowners Association. Each Unit owner shall become a member of the Homeowners Association upon acceptance of the special warranty deed to his Unit. As a member of the Homeowners Association, the Owner shall be governed by the Articles of Incorporation and the By-Laws of the Homeowners Association; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the secretary of the Homeowners Association.

3. Property Owners Association. Each Unit Owner shall become a member of the Property Owners Association upon acceptance of the special warranty deed to his Unit. As a member of the Property Owners Association, the owner shall be governed by the Articles of Incorporation and the By-Laws of the Property Owners Association; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the

provisions of this Declaration and the By-laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the owner in a written instrument provided to the secretary of the Property Owners Association.

ARTICLE V
USE OF PROPERTY

1. Single Family Residence. The Units shall be used solely as single family residences. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a single family, subject to the terms, conditions, and covenants contained in this Declaration.

2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

A. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

B. Business Use. The Units shall be used solely for Single Family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a Single Family, subject to all of the terms, conditions and covenants contained in this Declaration. The Units shall not be used in any trade, business, professional or commercial capacity.

C. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No noxious or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

D. Unsightly Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and recreational equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units or Common Areas.

E. Vehicles. No commercial vehicle of any type, non-passenger van, van longer than 17 feet, motorcycle, all-terrain vehicle, trailer, boat, bus or similar vehicle, camper, motor home, or truck (except personal, non-commercial, pick-up trucks, sports-utility vehicles; and the like) shall be parked on any part of the Properties, any driveway, or any designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, or (3) upon such portions of the Properties as the Board, in its discretion, may allow. In the event that there is a dispute concerning the type of vehicle, the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule, with the costs and fees, including any attorneys' fees, to be borne by the vehicle owner or violator. The right to tow, as stated herein, is not the sole remedy of the Association, but rather it is a remedy in addition to any other remedy provided under the Declaration or the law.

(i) Commercial vehicle includes, but is not limited to, any vehicle, other than a police or other emergency vehicle, that has any exterior lettering or logo, a commercial license plate, more than 4 wheels, or exposed or attached tools or equipment.

(ii) A non-passenger van is any van that does not have a rear seat and/or side windows.

F. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and regulations adopted by the Board. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, atvs, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

G. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal maybe kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

H. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

I. Antennas. Except for satellite antennas or dishes not larger than one meter or television antennas, no exterior antennas, aerials, or other apparatus for the reception or transmission of radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written approval of the ACC.

J. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed with the approval of the ACC, which, in its consideration of the request for approval, will refer to the latest amendments of section 163.04 and other pertinent sections of the Florida statutes.

K. Windows. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white, tan or light brown backing, unless otherwise approved by the ACC.

L. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior

written approval of the Board. The Board shall have the right to erect signs as it, in its sole discretion, deems appropriate.

M. Hurricane Season. Each Unit Owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

i. Removing all furniture, potted plants, and other movable objects from his yard; and

ii. Designating a responsible person or firm, to care for his Unit should it suffer hurricane damage, and providing that name and contact information to the Property Manager. Such a person or firm shall also contact the Property Manager for permission to install emergency hurricane shutters, if and when needed, which must be removed when no longer necessary for storm protection.

N. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ACC.

O. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC.

P. Irrigation. Except for sprinkler or irrigation systems that are owned and maintained by the Association, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been obtained from the ACC.

Q. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Association, or the South Florida Water Management District, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves a perpetual easement across the properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

R. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

S. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting

shall be placed or permitted to remain where it would create a traffic or sight problem.

T. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties shall be aesthetic amenities only, and no other use thereof shall be permitted, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

U. Recreational Facilities. All recreational facilities and playgrounds furnished by the Property Owners Association or erected within the Properties, if any, shall be used at the risk of the user, and neither the Association nor the POA shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

V. Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Board and by the Property Owners Association. The Board shall give an owner in violation of Use Rules and Regulations of the Association, written notice of the violation by U.S. Mail, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

W. Compliance with laws. All of the Properties in Oaks East shall at all times be used by all Owners, members of their family, their agents, contractors, lessees, guests and invitees in a manner consistent with and in compliance with all applicable local, state and federal laws, ordinances, codes, rules and regulations as amended from time to time. All improvements erected or installed upon any of the Properties in Oaks East shall also be completed and subsequently used in compliance with applicable local, state and federal laws, ordinances, codes, rules and regulations as amended from time to time. Any non-compliance of any use or improvement with applicable law as amended from time to time shall constitute a violation under this Declaration and shall be subject to enforcement by the Association as provided hereunder and/or applicable law as amended from time to time.

X. Use of Common Areas. The Common Areas shall at all times be used in a manner consistent with all of the provisions of this Declaration, the Rules and Regulations, Community Wide-Standards, and other governing documents for the Association such as the Restated By-Laws and Restated Articles of Incorporation. In the event that an Owner, his or her family members, agents, contractors, lessees, guests or invitees, damages the Common Areas or commits a violation of any of the provisions of this Declaration, Rules and Regulations, Community-Wide Standards or other governing documents for the Association on the Common Areas, then the Association shall have the right to repair, restore or replace the damaged Common Area, including any improvement or personal property located or stored thereon and/or otherwise cure the violation and assess the responsible Owner for same. The costs incurred by the Association in effecting such repair, restoration, replacement and/or cure shall be levied by the Association following the procedures for special assessments for "Reimbursements" set forth in Article IX, Paragraph 3(c) of this Declaration.

ARTICLE VI
COMMON AREAS

1. Title to Common Area. The Association has received deeds from the Developer for the Common Areas and Association property. The Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other assessments that are liens against the Common Area, from and after the recording of this Declaration.

2. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of an instrument in writing recorded in the public records of the County.

3. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action as provided in this Declaration.

4. Traffic Regulation. The Association Board or the Board of the Property Owners Association shall have the right to post motor vehicle speed limits throughout the Common Areas, and to

promulgate other traffic regulations. The Association Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected as a special assessment from the Owner who violates the traffic regulations, or from the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine imposed by the Association shall be effective, the Owner shall be entitled to notice and an opportunity to be heard as provided in Article III, Paragraph 11 of the By-laws before the Board and/or committee appointed by the Board. Any fines levied under this paragraph shall be treated as a special assessment under Article IX, Paragraph 3 (D) of this Declaration.

5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII
EASEMENTS

1. Easements for Owners. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the Unit Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Developer hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the General Plan of Development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. Easements for Utilities. The Developer hereby also granted a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property or Lots on which utility facilities may be located 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. It shall be expressly permissible for the

Association, its contractors, 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 Common Areas, providing that such company restores any disturbed area to substantially the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Areas without the Association's consent.

3. Easements for Encroachments. The Developer hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the surface water management systems, without the written consent of the South Florida Water Management District.

ARTICLE VIII
MAINTENANCE

1. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; perimeter walls or fences, if any; bridges; lakes; water features; drainage easements and other easements; road and identification signage; Common Area security facilities and equipment (if any); drainage facilities and water control structures; water and lake treatment facilities; Association parking facilities; sidewalks; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. Notwithstanding anything herein or this Declaration to the contrary, the Owner and not the Association shall be responsible for replacing or repairing any special surface, such as pavers or coatings, which an Owner of the Unit may have added or installed to the Common

Area driveway apron or sidewalk with approval of the Association as provided in the Community-Wide Standards, if such replacement or repair is required on account of non-routine maintenance to the Common Areas by the Association or the result of damage caused by heavy vehicles or other equipment located thereon at the Owner's invitation or request. In such event, the repair or replacement shall be done by the Owner at the Owner's sole cost and expense. In the event the Owner fails to make such repair or replacement, then the Association may do so and assess the Owner for the costs of same following the procedures set forth in Article IX, Paragraph 3(C)of this Declaration.

B. Cost. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

C. Front Yards and Public Property. The Association may maintain property which it does not own, including, without limitation, the front yards (street side) of the Units and property dedicated to the public, if the Board determines that such public property maintenance is necessary or desirable to maintain the Community-Wide Standard.

D. Tree Preservation and Protection. The Association shall endeavor to preserve and protect all trees existing in the Common Areas. No Owner shall be permitted to prune any tree located on the Common Areas. All tree pruning shall be done on a community-wide basis by the Association. The decision of a majority of the Board of Directors shall be required prior to the destruction and removal of any tree with a height in excess of twelve (12') feet.

2. Owner's Responsibility. Each Owner shall maintain his or her own Unit and structures, parking areas, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants.

A. Maintenance of Exterior of Home. Each owner shall maintain the exterior of his Unit, including all the walls and fences in good condition and repair and in like condition, appearance and quality as originally constructed. In the event that a Unit requires resurfacing or repainting, as determined by the Owner or the Association with written notice to the Owner, then any such resurfacing or repainting shall be subject to the written approval of the Association, which shall establish the materials and colors that may be used by the Owner for such work.

B. Maintenance of Rear Yard. Each Owner shall maintain his or her own lawn and landscaping, which shall include all portions of the Lot behind an imaginary line extending from the hose bib to the wall of the adjacent Unit or lot perimeter wall

closest to the hose bib. The Association shall maintain the lawn and landscaping located in the front yard (street side) of each Lot, the complete irrigation and sprinkler system, the Common Areas, and the drainage and other easements shown on the General Plan of Development.

C. Lot Perimeter Walls. The Lot Perimeter Wall of each Unit is the vertical wall without windows or openings (including the Privacy Wall at the rear) that is on the left side of the Unit as it is seen from the street and which faces the kitchen window of the adjacent Unit. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the lot upon which the Lot Perimeter Wall is located. The owner of the lot that contains the Lot Perimeter Wall shall have an easement over that portion of the lot adjacent to the Lot Perimeter Wall as is necessary to enable him or her to inspect, clean, repair and otherwise maintain the Lot Perimeter Wall, roof, gutters, soffits, vents, and other structures of his or her Unit. However, an Owner who intends to enter on the neighbor's Lot should notify the neighbor in advance of the action, unless the neighbors have a mutual agreement that such notice is unnecessary. In no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. In the event the Board shall determine that the Lot Perimeter Wall has been damaged by the adjacent lot owner, that owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent lot owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent lot to effect such repair, and the cost thereof shall be assessed to the adjacent lot owner, and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent lot as provided in Article IX, Paragraph 3(C). The Board shall have the right to enter upon the adjacent lot to maintain the Lot Perimeter Wall should an Owner fail to do so as provided in Subparagraph E of Paragraph 2 of this Article. Except in the case of emergencies, the Association shall provide the owner of the adjacent lot with notice prior to exercising this right.

D. Party Fences. Those walls or fences which are constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe

on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

E. Failure to Maintain. In the event an Owner of any Lot shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon any Lot to correct

drainage and to repair, maintain and restore, including, but not limited to, repainting, the exterior of the Unit, party fences and any other improvements erected thereon. A11 costs related to such correction, repair or restoration shall become a Special Assessment for Reimbursement under Article IX, Paragraph 3(C) against such Lot; provided, however, that except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

ARTICLE IX
ASSESSMENTS

1. Creation of Assessments. There are hereby created assessments for Association Expenses as may from time to time be specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of assessments: (a) Assessments to fund Association Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in paragraph 3 below.

A. Equal Assessments. Assessments shall be levied equally on all Units. Special Assessments shall be levied as provided in paragraph 3 below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay these assessments.

B. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

C. Quarterly Payments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October.

D. No Waiver. No owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, byway of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution of abatement of assessment or set-off shall be claimed or allowed by reason of any alleged

failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

2. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

A. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

B. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

C. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association.

D. Insurance Trustee. All expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

E. Maintenance, Repair and Replacement. All expenses necessary to meet the Association's responsibility to maintain the Common Areas in accordance with the requirements of this Declaration.

F. Property Owners Association. Certain common areas have been improved by the Developer for the joint use and benefit of the Unit Owners and for the use and benefit of the patio home owners located in a planned unit development known as Sun Terrace at The Oaks. These common areas shall be owned, operated, and maintained by the Property Owners Association. All Unit Owners, as well as all patio home owners shall be assessed and shall pay on an equal basis the expenses of the Property Owners Association. The POA assessments shall be paid by the Unit Owners to the Association, which shall thereafter remit such assessments to the Property Owners Association.

G. Optional Expenses. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

H. Indemnification. The costs to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

I. Reserve funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other common expenses (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each owner acknowledges, understands and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The

Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

3. Special Assessments.

A. Consent of Members. In addition to the assessments authorized in paragraph 1 of this Article, and except as provided in Subparagraphs C and D of Paragraph 3 of this Article, the Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote or written consent of at least fifty-one (51%) percent of the Members of the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. Repairs. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be an Association Expense for which the Association shall levy a Special Assessment against all Unit Owners to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with an Institutional Mortgagee located in the County, and deposit into such account all repair sums and all insurance proceeds collected by the Insurance Trustee so that the amounts on deposit will equal the costs of repair. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

C. Reimbursements. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and/or his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, By-Laws, the Rules and Regulations, Community-Wide Standards, and any amendments thereto which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The foregoing shall include any attorneys' fees incurred by the Association under Article XV for enforcement of this Declaration.

D. Fines. All fines levied by the Association as provided in Article III, Section 11 of the By-Laws shall automatically be treated as a Special Assessment for all

purposes under this Declaration. The Association's compliance with the procedure set forth in Article III, Section 11 of the By-Laws and as provided by applicable Florida law is all that is required for a fine to be treated as a Special Assessment under this Declaration. A fine will not be collectible as a Special Assessment until the period for filing an appeal to the Board has expired and the Owner does not or fails to timely file an appeal or if the Owner files a timely appeal to the Board and the Board decides to reverse the fine. The Association shall have the power to collect fines in the same manner as any other assessment, and the failure to pay a fine when due shall subject the Owner to the remedies set forth in Article X, Section 3 of this Declaration. However, in no event shall an unpaid fine become a lien upon a Unit except as provided under applicable Florida law. Partial payments received on account by the Association shall be applied in accordance with the priorities established by applicable Florida law and any sums available to reduce unpaid assessments shall be applied first to any special assessment for fines before any other type of unpaid special assessment or regular unpaid assessment for maintenance.

4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Unit at the time that a certificate of occupancy is issued for the Unit by the appropriate governmental authority. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

5. Subordination of the Lien to First Mortgagees. The lien of assessments, including interest, late charges, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit but only as provided herein. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except as provided herein. Notwithstanding any subordination to a first Mortgage recorded prior to the Association's claim of lien, a first Mortgagee shall be liable to the Association for its share of unpaid assessments in accordance with the applicable provisions of Florida Statute 720.3085 (as amended from time to time). A third party purchasing the Unit at a foreclosure sale shall be liable to the Association for all unpaid assessments, interest, late fees, costs, and attorneys' and paralegals' fees accruing on a Unit prior to the acquisition of title pursuant to the first Mortgage foreclosure action as

provided under Florida Statute 720.3085 (as amended from time to time). No sale or transfer pursuant to a first Mortgage foreclosure action or otherwise shall relieve such Unit from lien rights for any assessments thereafter becoming due. To the extent that the Association is not able to collect any assessments, interest, late fees, costs, attorneys' and paralegals' fees such unpaid share of Association expenses or assessments shall be deemed to be Association expenses collectible from Owners of all the Units, including the acquirer at a first mortgage foreclosure sale, its successors and assigns. This amendment is intended to clarify existing law as it applies to the liability of first mortgage holders, and third party purchasers at first mortgage foreclosure sales, to the Association for unpaid assessments accruing prior to their acquisition of title to a Unit arising under Section 720.3085, Florida Statutes (as amended from time to time).

6. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:

A. All Common Areas; and

B. All property dedicated to and accepted by any governmental authority or public utility.

7. Spending. The Board shall have the power to spend money for the purpose of maintenance, repair or restoration of the Common Areas without the approval of the Members. The Board shall also have the power to spend money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed spending is for the purpose of modifying, improving, or adding amenities or other capital improvements and the total amount of such spending exceeds or would exceed eight (8%) percent of the budgeted gross expenses of the Association for that fiscal year. The requirements set forth herein do not apply if the funds are to be raised by a special assessment, or if the expense is an item which is part of the annual budget.

ARTICLE X
ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, costs, and reasonable attorney's and paralegal's fees and costs, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, except that special assessments for fines, which may only

become a lien as provided under applicable Florida law. Each such assessment, together with interest, costs, and reasonable attorney's fees and paralegal's fees and costs, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as maybe due and payable at the time of conveyance, except no first Mortgagee, who obtains title to a Unit pursuant to the remedies provided in the Mortgage, shall be liable for unpaid assessments which accrued prior to such acquisition of title except as provided in Article IX, Section 5 of this Declaration and Florida Statute 720.3085 (as amended from time to time). Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any assessment except as may be provided under applicable Florida law. This amendment is intended to clarify existing law as it applies to first mortgage holders, their successors or assigns, and their liability for unpaid assessments accruing prior to their acquisition of title to a Unit arising under Section 720.3085, Florida Statutes.

2. Effective Date of Lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other mortgages) made in good faith and for value. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

3. Remedies. In the event any Owner shall fail to pay his or her assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. Late Charge. To impose a late charge not in excess of $25.00.

B. Acceleration of Assessments. To accelerate the entire amount of any assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

C. Attorneys Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably

incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

E. Action at Law. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

4. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XI
INSURANCE

1. Casualty. The Association shall maintain a master policy or policies to insure all Association property, if any, against casualty loss. This coverage shall insure 100% of the current replacement cost of the Common Area improvements, personal property, and supplies. It shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. Policy Exclusion. The coverages will EXCLUDE the following:

(i) Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

(ii) Any increase in the value of Association property as a result of special improvements or alterations.

B. Policy Inclusions. The coverage will INCLUDE the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

C. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the Unit Owners, individually and as a group;

(ii) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Unit Owners.

D. Other Provisions. In addition, the policy shall provide that:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The policy shall be primary, even if the Association has other insurance that covers the same loss; and

(iii) The named insured shall be the Association. The "loss payable" clause should show said Association or the designated insurance trustee.

2. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances Association property which is damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether the Association property should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. All Owners shall be bound by this determination.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty the intent is to try to assure that the Community-Wide Standard is maintained by requiring damaged Association property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for

which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs.

3. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than $1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability for hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association as an insured party under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

4. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds (or insurance) covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements.

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Fidelity Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and

C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and

D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

5. Flood Insurance. If any Association property is in a special flood hazard area, as defined by the Federal Emergency

Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

6. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

7. Named Insured. The named insured shall be the Association individually and as trustee for the Unit Owners without naming them, and shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not such mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

8. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. The Association will furnish evidence of premium payment to each mortgagee upon request.

9. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

10. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

11. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10 days before it cancels or substantially changes the coverage.

12. Association as Agent. The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XII
ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Architectural Control Committee (hereinafter referred to as "ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and of improvements thereon in such a manner as to comply with and meet the Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, nor the Board assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove an application in writing within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal to the Board in writing. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may affirm, reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

6. Conditions.

A. Definitions. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC has been obtained.

B. Approval by ACC. No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

C. Additional Plantings. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.

D. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

E. Typical Completion Deadline. Unless specifically excepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.

F. Debris Deposit. No construction shall be commenced unless and until a returnable debris deposit of $500.00 has been posted by the Unit Owner with the Association. The debris deposit shall be used to correct any damage to the common areas resulting from the construction activity. If no damage is done to the common areas by the construction activity, the debris deposit will be returned to the Unit Owner.

G. Trellises. All trellises constructed between single family homes shall comply with the following listed restrictions:

1. All trellises shall be constructed of noncombustible materials;

2. No trellis shall be permitted to have a solid roof;

3. No trellis shall be enclosed by any means;

4. No trellis shall be closer than 2.5' from the adjacent property line, or exceed 10' in height when measured from the finished floor elevation; and

5. All trellises shall be approved by the Architectural Control Committee, and shall be maintained by the Owner of the Unit to which the trellis is attached and by which it is supported.

7. Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE XIII
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder:

B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice

from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders of first mortgages.

2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

A. Common Areas. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).

B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.

C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)

D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.

E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitates the provisions of this Article or make any such requirement less stringent, the Board without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

7. Financial Statements. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XIV
ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association, or any Unit Owner may, but shall not be required to, seek enforcement of the Declaration. Any Unit Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment, as provided in Article X of this Declaration.

ARTICLE XV
AMENDMENTS

1. Consent. This Declaration may be amended only by consent of fifty-one percent (51%) of all Unit Owners.

2. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner or any institutional mortgagee under this Declaration without the specific written approval of the owner or institutional mortgagee affected thereby. In addition, any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

3. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

ARTICLE XVI
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in Oaks East, the sale or lease of Units shall be subject to the following provisions:

1. Notice to Association. The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms and Occupancy Restrictions. Any and all lease agreements, including any renewals of the same lease, between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and

that any failure by the lessee under such lease agreement, including any renewal, to comply with such terms and conditions shall be a material default and breach of the lease agreement, including any renewal. It shall be the obligation of all Unit Owners to supply the Board with a copy of said written lease agreement, including any renewal, prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, including any renewal, a Unit Owner, by leasing his Unit, automatically delegates his/her/their right of use and enjoyment of the Common Areas and facilities to his/her/their lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement, including any renewal. In the event any lease of a Unit is terminated prior to the expiration of the twelve (12) months minimum term, or renewal term, no new lease shall be approved by the Association until after the expiration of said minimum twelve (12) month period as if the lease or renewal of the lease went to term. The intent of the foregoing is to restrict leasing or re-leasing of a Unit to only one (1) time in a twelve month period. The foregoing restriction may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates a bona fide "hardship" in the literal enforcement of this limitation. Any waiver granted by the Board shall only apply to the specific lease transaction or renewal, and shall not apply to any new leases for the same Unit or establish a precedent for any other lease transaction in Oaks East. The total number of persons residing in a Unit shall not exceed the limit as established by law. No rooms within a Unit may be individually rented and no transient tenants may be accommodated; provided, however, that the restriction on room renting may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates bona fide "hardship" in the literal enforcement of this restriction. Any such waiver granted by the Board may contain conditions and shall apply only to a specific room renting, and shall not establish a precedent for room renting in the residence for which the waiver was granted or elsewhere in Oaks East. In addition to any other right or remedy available to the Association provided hereunder, should an Owner(s) become delinquent in the payment of any monetary obligation to the Association during the term of any lease, the Association may demand that the lessee pay to the Association all subsequent

rental payments and continue to make such rental payments until all monetary obligations of the Owner related to his/her/their Lot are paid in full and/or the Association releases the lessee or the lessee discontinues tenancy in the Lot. The Association shall have all rights and remedies to evict the lessee for non-payment of rent as provided under applicable Florida law including Section 720.3085, Florida Statutes, as amended. In any such eviction action any fees and costs associated with such action, including attorney's fees and costs and pre-suit fees and costs, shall be the responsibility of the Unit Owner and levied by the Association as an assessment in accordance with Article XIV of this Declaration. The Owner hereby appoints the Association as its agent and attorney-in-fact with respect to such legal action, however, the Association shall not be considered the landlord/lessor under any lease and shall not be liable to the Owner or lessee under any lease when taking action in this capacity. The restrictions and rights of the Association as provided in this paragraph shall be included in all lease agreements and all leases shall be deemed to have included the provisions of this paragraph upon approval by the Association.

3. Pre-condition for leasing. Notwithstanding anything in this Declaration to the contrary, no Unit Owner, except the Association, may lease a Unit until two (2) years after the date of purchase of a Unit; provided, however, that this particular restriction shall not apply to those Unit Owners who have a written lease agreement approved by the Association in place prior to the effective date of this provision. In the case of a Unit with a previously approved lease in place upon the effective date of this provision or in the event of a sale or transfer of a Unit with a previously approved lease, this restriction shall commence upon the termination of the previously approved lease.

4. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other

correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules, and Regulations of the Association, including the restrictions set forth in this Article XVI.

5. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Association's governing documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the governing documents is corrected.

6. Compliance. The Board of Directors has or will adopt procedures to ensure compliance with the provisions of this Article. All prospective purchasers, and lessees shall be required to comply with the procedures adopted by the Board for sales or for leasing, as applicable to the transaction, prior to occupying or taking possession or title to any Unit. In the event that any sale or lease transaction, including a lease renewal, fails to comply with the procedures established by the Board or generally in this Article, then such sale or lease transaction, including renewal, shall be considered void.

ARTICLE XVII
TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

2. Termination Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by the Association and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination documents shall require:

A. Use of Units. That all Units shall continue to be used solely as Single Family residences.

B. Common Areas. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common,

and each Unit Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.

3. Limitation on Termination. The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

4. Water Management System. If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Areas shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XVIII
MISCELLANEOUS

1. No Waiver. The failure of the Association or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Pronouns. Whenever the context requires, any pronoun used herein maybe deemed to mean the corresponding masculine,

feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Community Wide Standards and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

7. Street Lighting. The Common Area street lighting was obtained by the Developer from Florida Power & Light Company. The Association shall be responsible and liable for any financial assurances required by Florida Power & Light Company after the Transfer Date.

8. Applicability of Statutes. The Restated Declaration, Restated Articles of Incorporation and Restated By-laws shall be deemed automatically amended to conform to Florida Statutes, Chapters 617 and 720, as Chapters 617 and 720 are amended from time to time.

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Oaks East has been signed by the Developer and the Association on the day and year first above set forth. The Developer and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

DIVOSTA AND COMPANY, INC.

(Corporate Seal) By: Otto B. Divosta, President/s/

OAKS EAST HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal) By: Charles H. Hathaway,President /s/

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23RD day of August, 1991 by OTTO B. DIVOSTA, President of DIVOSTA AND COMPANY, INC., a Florida corporation, on behalf of the corporation.

Randee S. Seigel /s/
Notary Public

My Commission Expires:
October 28, 1992

Official Seal

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23RD day of August, 1991 by CHARLES H. HATHAWAY, President of OAKS EAST HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Randee S. Seigel /s/
Notary Public

My Commission Expires:
October 28, 1992

Official Seal

EXHIBIT "A"

OAKS EAST - PLAT 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 67, AT PAGES 199-202, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "2"

ADDITIONAL PROPERTY SUBJECT TO DECLARATION
(First, Second and third Amendments to
Declaration of Covenants and Restrictions for Oaks East)

OAKS EAST - PLAT 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 69, AT PAGE 15-19, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OAKS EAST - PLAT 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 69, AT PAGES 151-154, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OAKS EAST - PLAT 2, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 71, AT PAGES 164-168, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.