DECLARATION OF COVENANTS AND RESTRICTIONS

Article III, Section 1, Paragraph (e) is hereby amended to read in its entirety as follows:

> (e) The right of the Association to suspend voting rights and right of use of recreational portions of the Common Area by an Owner, any tenant or other occupant of such Owner's Lot, or any guest, licensee or invitee of such Owner, tenant or other occupant, as expressly provided elsewhere in this Declaration and/or the Association's By-Laws.

The second paragraph of Article V, Section 1 is hereby amended to read in its entirety as follows:

> All work pursuant to this Article and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either regular or special) imposed in accordance herewith. Each Owner of any Lot (by acceptance of a deed therefor or other instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Association, at the time and in the manner required by the Board, any regular assessments or charges and any special assessments for capital improvements or major repair; any other special assessments, and any nonuniform assessments as described in Section 3 below as are fixed, established and collected from time to time by the Association as hereinafter provided, (collectively, "assessments"). The Developer shall only be obligated to pay any deficits in the expenses of the Association until the Developer shall otherwise elect in writing. All such assessments, together with interest thereon from the due date at the highest rate allowed by law, all late charges thereon, and all costs of collection thereof (including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Article V, Section 2 is hereby amended to read in its entirety as follows:

> Section 2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used for, amongst other things permissible under the Florida Homeowners' Association Act, as amended and/or renumbered at any time and from time to time, (the "Act"), the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, for the following costs: taxes on the Common Area, costs of maintaining, repairing and/or replacing water management and drainage facilities and/or sanitary sewer collection facilities, premiums for insurance maintained by the Association, costs of labor, equipment, and materials furnished in connection with the maintenance, repair and/or replacement of the Common Areas, fees paid to members of the Architectural Review Board for services rendered, management fees and costs, costs of supervision of maintenance, repair and/or replacement work to or upon the Common Area, as well as costs of any or all such other activities of the Association and undertaken by the Association as permitted by the Association Documents, as any of same may hereafter be amended at any time and from time to time, and/or the Act. Assessments may also be used to fund reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible and which have been established in accordance with the Act. Once established, any such reserve account shall be maintained and funded, and may be terminated, and the funding thereof may be waived or reduced, in accordance with and in the manner set forth in the Act.

Article V, Section 4 is hereby amended to read in its entirety as follows:

Section 4. **REGULAR ASSESSMENTS.** The Board of Directors of the Association (the "Board") shall fix the regular assessments on an annual basis, which shall be in amounts determined in accordance with the projected financial needs of the Association for the subject fiscal year, as to which the decision of the Board of Directors of the Association shall be dispositive.

Article V, Section 6 is hereby amended to read in its entirety as follows:

Section 6. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, MAJOR REPAIRS, EMERGENCIES, REPAIR OR REPLACEMENT OF COMMON AREA, AND/OR NONRECURRING EXPENSES.** In addition to any regular assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital improvement (including, without limitation, the construction, reconstruction, unexpected repair or replacement thereof, and any necessary fixtures and personal property related thereto), any major repair, any emergency, any repair or replacement of the Common Area, or any nonrecurring expense, as approved by the Board of Directors of the Association, provided that any such special assessment that exceeds $10,000.00 in the aggregate shall have the assent of a majority of the members of the Board of Directors of the Association, or so long as the Developer owns at least one (1) Lot, then the approval of the Developer only shall be sufficient.

Article V, Section 7 is hereby amended to read in its entirety as follows:

Section 7. **ESTABLISHMENT OF REGULAR ASSESSMENTS.** Regular assessments shall be established by the adoption of a twelve (12) month operating budget by the Board of Directors of the Association. The budget shall be in the form required by the Act. Any such assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board, from time to time.

Article V, Section 8 is hereby amended to read in its entirety as follows:

Section 8. **DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors of the Association shall fix the date of commencement and the amount of each regular assessment against each Lot for the subject assessment period at least fourteen (14) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Board of Directors of the Association shall fix the amount of each special, nonuniform or other (non-regular) assessment against each Lot and the due date(s) of each installment thereof, provided that no installment of any such assessment shall be due before the date which is fourteen (14) days from the date on which said assessment shall be approved (i.e., levied) by the Board. Written notice of the amount and due date(s) of any assessment approved (i.e., levied) by the Board shall be given to every Owner subject thereto not later than seven (7) days after the date on which the Board approved (i.e., levied) such assessment.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Article V, Section 9 is hereby amended to read in its entirety as follows:

Section 9. **EFFECT OF NON-PAYMENT OF ASSESSMENTS; THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the assessments, together with interest, late charges, and reasonable costs and attorneys' fees incurred by the Association incident to the collection process, shall be a charge and continuing lien in favor of the Association encumbering the Lot owned by the Owner against whom each such assessment is made. The lien of the Association shall be effective from and after recording, in the Public Records of Broward County, Florida, a claim of lien stating the legal description of the Lot encumbered thereby, the name of the record Owner of such Lot, the name and address of the Association, the assessment amount due, and the date when due, but the priority of the lien shall relate back to the date on which the original of this Declaration was recorded in the aforesaid Public Records; provided, however, that as to first mortgages of record, the priority of the lien is effective from and after recording of a claim of lien in the Public Records of Broward County, Florida (provided further, however, that the provisions hereof shall not bestow upon any lien, mortgage, or certified judgment of record on July 1, 2008, including the lien for unpaid assessments created hereunder, a priority that, by law, the lien, mortgage, or judgment did not have before July 1, 2008). Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, and any and all unpaid assessments that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, plus interest, late charges, and reasonable costs and attorneys' fees incident to the collection process, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Each assessment, together with interest, late fees, and reasonable costs and attorneys' fees incident to the collection process, shall be the personal obligation of the person or entity who or that was the Owner of the Lot at the time when the assessment became due, as well as such Owner's heirs, devisees, personal representatives, successors or assigns. Regardless of how title to a Lot is acquired (including but not limited to purchase at a foreclosure sale or by deed in lieu of foreclosure), an Owner of the Lot is jointly and severally liable with the previous Owner of said Lot for all unpaid assessments that came due up to the time of transfer of title to the Lot, provided, however, that: (a) such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner; (b) for purposes of this paragraph, the term "previous owner" shall not include the Association that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure (with the present Lot Owner's liability for unpaid assessments being limited to any unpaid assessments that accrued before the Association acquired title to the delinquent Lot through foreclosure or by deed in lieu of foreclosure); and (c) the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of (i) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) One percent (1%) of the original mortgage debt (provided, however, that such limitations on first mortgagee liability apply only if the first mortgagee filed suit against the Lot owner and initially joined the Association as a defendant in the mortgagee foreclosure action; provided further, however, that such joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee).

If any installment of any assessment is not paid on or before the due date thereof, a late fee equal to the greater of $25.00 or five percent (5%) of the amount of such installment may be levied by the Association against the Lot and the Owner thereof. In addition, any assessment or installment thereof that is not paid when due shall bear interest from the due date thereof until paid in full at the maximum interest rate allowable by law. Any payment of past due assessments received and accepted by Association shall be applied first to any interest accrued, then to any late charges, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessments.

If any assessment or installment thereof is not paid within thirty (30) days after the due date thereof, which shall be set by the Board of Directors of the Association, the Board may accelerate the remaining installments of assessments for the current fiscal year upon notice to the Owner and fifteen (15) days thereafter the balance of the assessments due for the remainder of the fiscal year shall become due.

The Association may bring an action in its name to foreclose a lien against the Lot(s) for unpaid assessments in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s) of the Lot to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees, as well as any interest, late charges and costs, incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid assessments. If the Lot Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court may require the Lot Owner to pay a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the party who does not prevail in the foreclosure action. The Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage, or convey the Lot.

If a Lot is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Lot Owner related to the Lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Lot. The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the same form as set forth in the Act. If the tenant paid rent to the landlord or Lot Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Lot Owner until the Association releases the tenant or the tenant discontinues tenancy in the Lot. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The Association may issue notice under Section 83.56, Florida Statutes (as amended and/or renumbered at any time and from time to time) and sue for eviction under Sections 83.59-83.625, Florida Statutes (as amended and/or renumbered at any time and from time to time), as if the Association were a landlord under Part II of Chapter 83, Florida Statutes (as amended and/or renumbered at any time and from time to time), if the tenant fails to pay a monetary obligation. However, the Association shall not otherwise be considered a landlord under Chapter 83, Florida Statutes (as amended and/or renumbered at any time and from

time to time), and specifically has no obligations under Section 83.51, Florida Statutes (as amended and/or renumbered at any time and from time to time). The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Lot owner to vote in any election or to examine the books and records of the Association. A court may supersede the effect of this paragraph by appointing a receiver.

Article V, Section 10 is hereby amended to read in its entirety as follows:

Section 10. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien for assessments provided for herein made against any Lot shall be subordinate to the lien of any first mortgage which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association against such Lot. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided, however, that, except as otherwise provided elsewhere herein, the Owner of any such Lot shall be liable (and the Lot shall be subject to a lien), following such sale or transfer, for any and all unpaid assessments against such Lot accruing prior to such sale or transfer. No sale or other transfer of a Lot shall relieve the new Owner of such Lot from liability for any assessments thereafter becoming due, nor relieve the Lot itself from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

The last sentence of the first paragraph of Article VI, Section 4 is hereby amended to read in its entirety as follows:

Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Article V hereinabove.

Article VII, Section 1 is hereby amended to read in its entirety as follows:

Section 1. **NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL.** It is the intent of this Declaration to create a general plan and scheme of development for the Property. Accordingly, the Association's ARB (as hereinafter defined) shall have the right and authority to approve or disapprove certain architectural, landscaping, and improvements by any Owner within or upon the Property as set forth in this Article VII. No landscaping, building, improvement or other structure of any kind that is visible from the exterior of the dwelling located on a Lot, including, without limitation, any fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, tree, bush, hedge or other landscape device, item or object, shall be commenced, constructed, erected, placed, planted or maintained upon such Lot, nor shall there be made any material addition, demolition, change, alteration or replacement to, in or of any landscaping, building, improvement or other structure of any kind that is visible from the exterior of the dwelling located on a Lot, including, without limitation, any fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, tree, bush, hedge or other landscape device, item or object, unless and until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location of the same shall have been submitted to and approved in writing, by the ARB. The ARB shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of external design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity

with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as **Exhibit D**, as the same may from time to time be amended, and such other community standards and/or published guidelines/standards as may be adopted by the Association's Board of Directors at any time and from time to time (which standards and guidelines may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes). It shall be the burden of each Owner to supply completed plans and specifications to the ARB, and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. Any and all alterations, deletions, additions, changes or modifications of any type or nature whatsoever to plans or specifications previously approved by the ARB, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ARB in the same manner as required for approval of original plans and specifications. Provided however, the Developer shall be exempt from review and approval with respect to any Property it may own, from time to time.

The review and approval rights set forth and granted to the Association, via its ARB, herein are intended to control aesthetics and the maintenance of community standards, not to ensure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and the ARB shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law. The ARB's rights of review and approval or disapproval of plans, specifications and other submissions hereunder are intended solely for the benefit of the Association. Neither the Association, its Board of Directors, its ARB, nor any of their respective officers, directors, members, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans, specifications or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans, specifications or submissions except as otherwise expressly provided by the Act. Anyone submitting plans, specifications or other submissions, by the submission of the same, and any Owner, by acquiring title to a Lot, agrees not to seek damages from the Association, its Board of Directors, its ARB, or any of their respective officers, directors, members, managers, employees, agents, contractors, consultants or attorneys arising out of the Association's (or its ARB's) review of any plans, specifications or other submissions hereunder except as otherwise expressly permitted by the Act. Without limiting the generality of the foregoing, neither the Association, its Board of Directors, nor its ARB shall be responsible for reviewing any plans, specifications or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements; nor shall any such review by the Association, its Board of Directors, or its ARB of any plans, specifications or other submissions be deemed approval of the intended improvements or alterations from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters. Further, each Owner agrees to indemnify and hold the Association, its Board of Directors, and its ARB harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pretrial and at all levels of proceedings, including appeals), arising out of any review of plans by the Association, via its ARB, hereunder except as otherwise expressly prohibited by law.

Article VII, Section 2 is hereby amended to read in its entirety as follows:

Section 2. **ARCHITECTURAL REVIEW BOARD.** The architectural review and control functions of the Association as described under Section 1 of this Article VII shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be Members of the Association. The Association may pay members of the ARB reasonable fees for their services. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in the Property. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in the Property, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, removal or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer so long as the Developer owns at least one (1) Lot in the Property.

Article VII, Section 3, Paragraph B is hereby amended to read in its entirety as follows:

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, if applicable, for any landscaping, building, improvement or other structure of any kind, the commencement, construction, erection, placement, planting, maintenance, addition, demolition, change, alteration or replacement of which is proposed upon any Lot in the Property and requires the approval of the ARB pursuant to this Article VII, signed by the owner of the Lot and contract vendee, if any. The ARB may also require submission of any or all of the following, as applicable, by the Owner of the Lot: A completed application (on such form as may be promulgated by the Association's Board of Directors or ARB at any time and from time to time); samples of building materials proposed for use; site plans, plans and specifications prepared and stamped by a registered Florida architect or residential designer; landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands; surface water drainage plans showing existing and proposed design grades, and contours relating to the predetermined ground floor finish elevation; pool plans and specifications; the anticipated times scheduled for performance and completion; and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed landscaping, building, improvement or other structure (or the proposed addition, demolition, change, alteration or replacement to or of any landscaping, building, improvement or other structure) in accordance with this Declaration and the Architectural Planning Criteria.

Article VII, Section 3, Paragraph C is hereby amended to read in its entirety as follows:

C. To approve or disapprove (i) the commencement, construction, erection, placement, planting or maintaining of any landscaping, building, improvement or other structure of any kind upon any Lot that (upon the commencement, construction, erection, placement, planting or maintenance thereof) will be visible from the exterior of the dwelling located on the Lot, including, without limitation, any fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, tree, bush, hedge or other landscape device, item or object, and (ii) any material addition, demolition, change, alteration or replacement to, in or of any landscaping, building, improvement or other structure of any kind that is located on a Lot and visible from the exterior of the dwelling located on such Lot, including, without limitation, any fence, wall, statue,

swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, tree, bush, hedge or other landscape device, item or object. The ARB shall, within forty-five (45) days after receipt of the Owner's plans and specifications, application and other documentation and information required by the ARB under Paragraph B above, either approve or disapprove, or approve in part or disapprove in part, in writing, the proposed landscaping, building, improvement or other structure to be commenced, constructed, erected, placed, planted or maintained on the subject Lot (or the proposed material addition, demolition, change, alteration or replacement to, in or of any landscaping, building, improvement or other structure to be performed upon the Lot, as applicable). Failure of the ARB to provide the Owner of the Lot with such written approval or disapproval within such forty-five (45) day period shall be deemed a disapproval. No work with respect to any landscaping, building, improvement or other structure requiring the approval of the ARB hereunder shall proceed except in strict compliance with the approval requirements by the ARB set forth herein, and any such work performed without such approval may be required to be removed by the Board. Without limiting the generality of the foregoing, if any landscaping, building, improvement or other structure shall be commenced, constructed, erected, placed, planted, maintained, added to, demolished, changed, altered or replaced on a Lot without the requisite prior written approval of the ARB as set forth herein, or in a manner which fails to conform with the approval granted by the ARB, the Owner of the Lot shall, upon demand of the Board, cause such same to be removed or restored, as applicable, until approval of the ARB is obtained or in order to comply with the plans and specifications originally approved by the ARB. In any such event, the Owner of the Lot shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, incurred by the Association. The costs shall be deemed an nonuniform assessment against the Lot and the Owner thereof, enforceable pursuant to the provisions of this Declaration. The Association, via its Board, is specifically empowered to enforce the architectural and landscaping provisions of this Article VII, by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any landscaping, building, improvement or other structure commenced, constructed, erected, placed, planted, maintained, added to, demolished, changed, altered or replaced upon any Lot, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, in connection therewith. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within forty-five (45) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

The following new Section 4 is hereby inserted into Article VII immediately following Section 3 thereof:

Section 4. **CONFLICT.** In the event of any conflict between the provisions of this Article VII and the provisions of the Architectural Planning Criteria of the Association attached hereto as **Exhibit D**, the provisions of this Article VII shall control.

The first paragraph of Article VIII, Section 1 is hereby amended to read in its entirety as follows:

Section 1. **RESIDENTIAL USE.** Except as otherwise provided herein, the Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. No business or commercial building may be erected on any Lot and no commercial

activity, trade or business may be conducted on any part thereof; provided, however, that (a) a sales model shall not be deemed a commercial building, and (b) an Owner or occupant residing in a dwelling on a Lot may conduct any commercial activity, trade or business within such dwelling so long as (i) the existence or operation of the commercial activity, trade or business is not apparent or detectable by sight, sound or smell from outside the dwelling, (ii) the commercial activity, trade or business conforms to all zoning requirements and other applicable governmental regulations for the Property, (iii) the commercial activity, trade or business does not involve any persons coming on to the Property who do not reside on the Property or door-to-door solicitation of other residents of the Property, and (iv) the commercial activity, trade or business is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The term "commercial activity, trade or business" as used herein shall be construed to have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons or entities other than the provider's own immediate family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part time, such activity is intended to or does generate a profit, or a license is required for such activity. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or a combination of such uses, shall be permitted until permanent cessation of such uses takes place. No Lot shall be divided, subdivided or reduced in size except by the Developer, or with the consent of the Developer, so long as the Developer, or its assigns, is the owner of any Lot or Property, in order to accommodate the development intent.

Article VIII, Section 2 is hereby amended to read in its entirety as follows:

Section 2. **NO TEMPORARY BUILDINGS.** No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures, (each, a "Temporary Structure"), shall be erected or permitted to remain on any Lot without the written consent of the Board, except such items may be erected by Developer and its affiliates during construction. No Temporary Structure on a Lot (or any portion thereof) shall be located within five (5) feet of any property line of such Lot. However, notwithstanding anything to the contrary contained herein, one portable storage pod or container (not exceeding 16' in length x 8' in width x 8' in height) may be placed on (and wholly contained within) the driveway located on any Lot (i.e., by any Owner or occupant of such Lot), without consent of the Board, provided that (a) such pod or container is permanently removed from such Lot no later than fourteen (14) days after the date on which such pod or container is first placed on the Lot (unless the Board, in its sole discretion, shall consent to allow the pod or container to remain on the Lot for a specified period of time beyond such 14-day period, in which event said pod or container shall be permanently removed from the Lot prior to the expiration of such specified period of time), and (b) if such a pod or container shall be placed on any Lot, then, upon the permanent removal thereof from the Lot, no other pod or container shall be placed on that same Lot during the six (6) month period commencing on the date of such permanent removal of the previous pod or container (unless the Board, in its sole discretion, shall consent to allow another pod or container to be placed on the Lot prior to the expiration of such six (6)-month period).

Article VIII, Section 3 is hereby amended to read in its entirety as follows:

Section 3. **SATELLITE DISHES AND ANTENNAE.** No aerials, antennae, radio masts, towers, poles, satellite dishes or other similar equipment shall be placed, installed, affixed or erected upon any Lot or any dwelling located upon any Lot without the ARB's prior written approval thereof; provided, however, that a satellite dish or similar antenna may be installed on any

Lot without ARB approval if (a) the dish or antenna is no greater than one meter in diameter, and (b) the dish or antenna shall be placed in a location that minimizes its visibility from other Lots and the Common Area to the extent that same may be accomplished without (i) impairing reception of an acceptable quality signal, (ii) unreasonably preventing or delaying installation, maintenance or use of the dish or antenna, and (iii) unreasonably increasing the cost of installing, maintaining or using the dish or antenna.

Article VIII, Section 4, Paragraph A is hereby amended to read in its entirety as follows:

A. Prohibited Vehicles: No Commercial Vehicle, airplane, bus, boat, jet skis, wave runners, house trailer, boat trailer, other trailer, mobile home, recreational vehicle, camper or motorcycle is permitted to be placed, parked or stored on the Property (including, without limitation, on any Lot), except wholly within an enclosed garage located on a Lot where it is totally isolated from public view, or except as otherwise provided or permitted elsewhere in this Declaration. As used in this Declaration, the term "Commercial Vehicle" shall mean any vehicle designed, intended or used for transportation of people, goods or things, other than a private passenger vehicle; and shall include, without limitation, (i) a semitrailer or any two- or more wheeled vehicles designed to be coupled to and drawn by a motor vehicle, (ii) a motor vehicle designed with or modified to contain a bed, platform, cabinet, ladder, rack or other equipment for the purpose of carrying items or things or performing commercial activities and weighing 4,000 pounds or more, including but not limited to, wreckers, tow trucks, dump trucks, utility or service vehicles, and moving vans, (iii) a motor vehicle having four or more wheels and equipped with a fifth wheel for the purpose of drawing a semitrailer, (iv) any vehicle designed or modified for transportation of ten (10) or more people in seats permanently placed in the vehicle, and (v) any vehicle upon which a business name or logo is displayed, including but not limited to, taxis, limousines, ambulances, and vans, but excluding police and security vehicles which are providing security services to the Property. Notwithstanding the foregoing, a vehicle with a sign or logo that is covered or removed, shall not, as long as the sign or logo is covered or removed, be considered to be a Commercial Vehicle unless the vehicle meets the definition of Commercial Vehicle even when the sign or logo is removed.

Any vehicle which is missing one or more wheels, has one or more deflated tires, is not in an operating condition, or does not have current valid license plates shall not remain for more than two (2) consecutive days upon any portion of the Property (including, without limitation, on any Lot) unless wholly within an enclosed garage located on a Lot where it is totally isolated from public view.

Article VIII, Section 4, Paragraph B is hereby amended to read in its entirety as follows:

B. Vehicle Repairs: No maintenance or repairs shall be performed on any vehicles upon any portion of the Property (including, without limitation, on any Lot) other than in an enclosed garage located on a Lot, except for repairs performed to a disabled vehicle in an emergency situation. All repairs to a disabled vehicle on any portion of the Property (including, without limitation, on any the Lot), other than within an enclosed garage located on a Lot, must be completed within two (2) hours from the time at which the owner, lessee or operator of the vehicle was first made aware of the immobilization of the vehicle or else the vehicle must be removed from the Property (including, without limitation, any Lot) or placed in an enclosed garage located on a Lot.

Notwithstanding anything to the contrary contained in Paragraph A above or any other provision of this Section 4, nothing contained in this Section 4 shall prohibit the temporary parking of trucks and/or other Commercial Vehicles on the Property (including, without limitation, on any Lot) for purposes of providing pick-up, delivery and/or other commercial services to of for the benefit of

any Lot or any Owner, tenant or other occupant thereof; nor shall any prohibitions contained in this Section 4 apply to any vehicles of the Developer or its affiliates. Except as otherwise expressly provided elsewhere in this Section 4, on-street parking of vehicles within the Property shall be permitted at any time during the hours of 7:00 a.m. to 11:00 p.m. daily, provided that such parking otherwise complies with all applicable laws and ordinances. However, on-street parking of vehicles within the Property between the hours of 11:01 p.m. and 6:59 a.m. on any given day, and the parking of vehicles on grass (including, without limitation, any grass located on any the Lot) or on any swale (i.e., any area between a Lot and an adjacent roadway) within the Property, is strictly prohibited.

Subject to applicable laws and ordinances, any vehicle, vessel or other item parked on any portion of the Property in violation of any restriction contained in this Section 4, in any other provision of this Declaration, or in the rules and regulations now or hereafter adopted by the Association, may be towed by the Association at the sole expense of the owner, lessee or operator of such vehicle if such vehicle remains in violation of the subject restriction for a period of at least 24 hours from the time that a notice of violation is placed on such vehicle, vessel or other item. The Association shall not be liable to the owner, lessee or operator of such vehicle, vessel or other item for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing; and once the notice of violation is placed on the vehicle, vessel or other item, neither its removal, nor failure of the owner, lessee or operator of said vehicle, vessel or other item to receive such notice for any reason, shall be grounds for relief of any kind. An affidavit of the person placing the aforesaid notice of violation on the subject vehicle, vessel or other item stating that it was properly placed thereon shall be conclusive evidence of proper placement thereof.

Article VIII, Section 13 is hereby amended to read in its entirety as follows:

Section 13. **PETS, LIVESTOCK AND POULTRY.** No animals, reptiles, insects, wildlife, livestock or poultry of any kind shall be raised, bred, kept or stabled on any Lot, except that up to three (3) household pets may be kept on any one Lot, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any Owner, tenant or other occupant of any other Lot by reason of barking or otherwise. At any time that any household pet or other animal is located on any portion of the Property (including, without limitation, on any Lot), such pet or other animal must be contained within the dwelling located on a Lot or, if not within (i.e., outside of) such a dwelling, then the owner of such pet or other animal, or the person assuming control of such pet or animal, must have reasonable control over such pet or animal at all times, and such pet or animal must be either (a) wholly contained within an enclosed or fenced area located on a Lot, (b) controlled on a leash no longer than six (6) feet (or shorter, if appropriate under the circumstances, so as to ensure that the animal does not make contact with any other person or said person's property), unless the animal is a Service Animal, as defined by the Americans with Disabilities Act, and cannot be on a leash in order to perform the work or task for the benefit of the individual with a disability for which said animal is a Service Animal, or (c) carried in a secure receptacle suitable for transporting such animal, unless the animal is a Service Animal, as defined by the Americans with Disabilities Act, and cannot be in a receptacle in order to perform the work or task for the benefit of the individual with a disability for which said animal is a Service Animal. No dogs, pets or other animals shall be permitted to defecate or have excretions on any Common Area except for any swale which is not part of a Lot (i.e., any area between a Lot and an adjacent roadway) or any other portion of the Common Areas that may be designated by the Association's Board of Directors for such purpose(s) at any time and from time to time. All solid waste or droppings from any dog, pet or other animal which is/are deposited on the Property must be immediately picked up by the owner of such dog, pet or other animal, or the person assuming control of such dog, pet or animal, and then placed in a sealed plastic bag and disposed of in an

appropriate trash receptacle (or otherwise off of the Property). No pet or other animal brought upon or kept on the Property shall be or act as a nuisance to any Owner, tenant or other resident of the Property (or any Lot thereon), or any guest or other invitee of any such Owner, tenant or other resident, or create any unreasonable disturbance on the Property, including, without limitation, by way of (i) the pet or animal excessively barking, screeching or growling, or biting, attacking or exhibiting aggressive behavior toward persons or other animals, (ii) the owner of, or person controlling, the pet or animal failing to properly dispose of excrement or waste, or allowing the pet or animal to relieve itself on the Property in areas for which such activity is not permitted, and/or (iii) the presence of the pet or animal on the Property causing insect, sanitation or odor problems. For purposes hereof, the term "household pets" shall mean and include only dogs, cats and other animals as may be expressly permitted by the Association's Board of Directors at any time and from time to time, if any. Nothing contained in this Section 13 shall prohibit the keeping of fish or domestic (householdtype) birds on any Lot, as long as the latter are kept indoors (i.e., within the dwelling located on any Lot) and do not become a source of annoyance to neighbors. The Association's Board of Directors may also adopt additional rules and regulations governing the keeping of pets or other animals on the Property at any time and from time to time.

Article VIII, Section 14 is hereby amended to read in its entirety as follows:

Section 14. **GARBAGE AND TRASH DISPOSAL.** No garbage, refuse, trash or rubbish shall be deposited on the Property outside of any dwelling on a Lot except as set forth herein or otherwise permitted by the Association. The requirements for disposal or collection of waste as may be imposed or adopted at any time and from time to time by any applicable governmental authority or the Association itself (or any franchised garbage removal utility or other waste disposal company engaged by any such governmental authority or the Association for the pick-up and disposal of waste from the Property) shall be observed and complied with by each Owner, tenant and other resident of the Property (or any Lot thereon), and their respective guests and other invitees, at all times. No outside burning of garbage, refuse, trash or rubbish is permitted on the Property. All garbage cans, trash containers and other equipment for the storage or disposal of garbage, refuse, trash or rubbish shall be kept in a clean and sanitary condition, and must be of the size and design approved or required by the franchised garbage removal utility or other waste disposal company engaged by any applicable governmental authority or the Association for the pick-up and disposal of waste from the Property. All such garbage cans, trash containers and other equipment maintained on the Property (including on any Lot) shall be maintained in a manner whereby they are totally isolated from public view, except during pick-up times set forth below. Each Owner, tenant and other resident of the Property (or any Lot thereon), and their respective guests and other invitees, shall be responsible for properly depositing his or her garbage, refuse, trash or rubbish in such garbage cans, trash containers and other equipment sufficient for pick-up by the appropriate franchised garbage removal utility or other waste disposal company in accordance with the requirements of such utility or company. Such garbage cans, trash containers and other equipment shall not be placed out for pick-up or collection any earlier than 6:00 p.m. on the day preceding the day of pick-up or collection established by the franchised garbage removal utility or other waste disposal company for the Property, and must be returned to a location which is totally isolated from public view no later than the end of the day of such pick-up or collection.

Article VIII, Section 16 is hereby amended to read in its entirety as follows:

Section 16. **SOLAR COLLECTORS.** No solar collection panels shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Property without the prior written consent of the ARB. However, pursuant to Section 163.04, Florida Statutes, as same may be amended and/or renumbered at any time and from time to time, the ARB shall not prohibit

or otherwise disapprove (and shall, in fact, provide its written consent to) any Owner's proposed installation of any solar collection panels on any building erected on such Owner's Lot, subject to the right of the ARB to determine the specific location where such solar collection panels may be installed on the roof of such building within an orientation to the south or within 45° east or west of due south (but only if such determination does not impair the effective operation of the solar collection panels).

Article VIII, Section 21 is hereby amended to read in its entirety as follows:

Section 21. **ENFORCEMENT.** Failure of an Owner, or any tenant or other occupant of such Owner's Lot, or any guest, licensee or invitee of such Owner, tenant or other occupant, to comply with any of the restrictions, covenants or other provisions of this Declaration, the By-Laws of the Association, or any reasonable rules and regulations of the Association shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, and/or the Association's suspension of (i.e., the Association, via its Board of Directors, being hereby afforded the right to suspend) the right of such Owner (i.e., member of the Association), tenant, occupant, guest, licensee or invitee to use Common Areas and facilities for a reasonable period of time, (except for such portions of the Common Areas used to provide access or utility services to the subject Owner's Lot; and provided that such suspension shall not prohibit the Owner, or any tenant or other occupant of the Lot, from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park). However, no such suspension may be levied by the Association's Board of Directors except in accordance with the following procedures:

(a) Notice: The Board shall first provide at least 14 days' notice of the alleged infraction or infractions to the Lot Owner and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or Owner, sought to be suspended, and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of any such officer, director, or employee, (the "Infractions Committee").

(b) Hearing: If the Infractions Committee, by majority vote, does not approve the proposed suspension at the scheduled hearing of said Infractions Committee, then said proposed suspension may not be imposed. The role of the Infractions Committee is limited to determining whether to confirm or reject the suspension levied by the Board. If the proposed suspension levied by the Board is approved by the Infractions Committee, then the Association must provide written notice of such suspension by mail or hand delivery to the Lot Owner and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or Owner who is being suspended.

The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

In addition, if a member of the Association is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of such member, or any tenant or other occupant of such member's Lot, or any guest, licensee or invitee of such Owner, tenant or other occupant, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full (except for such portions of the Common Areas used to provide access or utility services to the subject member's Lot; and provided that such suspension shall not prohibit the Owner, or any tenant or other occupant of the Lot, from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right

to park). Any suspension imposed pursuant to this paragraph must be approved at a properly noticed meeting of the Board of Directors, and upon such approval, the Association must notify the member (i.e., Lot Owner) and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or Owner who is being suspended, by mail or hand delivery.

Furthermore, the Association may suspend the voting rights of a Lot or member of the Association for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or member of the Association which has been suspended by the Association hereunder shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Act or pursuant to the governing documents. Any suspension imposed pursuant to this paragraph shall automatically end upon full payment of all obligations currently due or overdue to the Association from the subject member of the Association. Any suspension imposed pursuant to this paragraph must be approved at a properly noticed meeting of the Board of Directors, and upon such approval, the Association must notify the member (i.e., Lot Owner) by mail or hand delivery.

Article VIII, Section 22 is hereby amended to read in its entirety as follows:

Section 22. **FINES.** In addition to all other remedies available to the Association under Section 21 above, any other provision of this Declaration and/or applicable law, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, the Association may levy reasonable fines against any member of the Association (i.e., Lot Owner), or any tenant or other occupant of such member's Lot, or any guest, licensee or invitee of such Owner, tenant or other occupant, for his, her or its failure to comply with any of the restrictions, covenants or other provisions of this Declaration, the By-Laws of the Association, or any reasonable rules rules and regulations of the Association. However, no such fine may be levied by the Association's Board of Directors except in accordance with the following procedures:

(a) Notices: The Board shall first provide at least 14 days' notice of the alleged infraction or infractions to the member of the Association (i.e., Lot Owner) and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or member (i.e., Owner), sought to be fined, and an opportunity for a hearing before the Infractions Committee.

(b) Hearing: If the Infractions Committee, by majority vote, does not approve the proposed fine at the scheduled hearing of said Infractions Committee, then said proposed fine may not be imposed. The role of the Infractions Committee is limited to determining whether to confirm or reject the fine levied by the Board. If the proposed fine levied by the Board is approved by the Infractions Committee, then the Association must provide written notice of such fine by mail or hand delivery to the member of the Association (i.e., Lot Owner) and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or Owner who is being fined.

(c) Amounts: No fine may exceed $100.00 per violation; provided, however, that a fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing under subparagraphs (a) and (b) hereinabove, with no

aggregate limit. Except as otherwise expressly provided in the Act, a fine may become a lien against a Lot.

(d) Payment of Fines: If a proposed fine levied by the Board is approved by the Infractions Committee in accordance with the procedures set forth above, then payment of such fine shall be due within five (5) days after notice of the approved fine is provided to the member of the Association (i.e., Lot Owner) and, if applicable, any tenant, occupant, guest, licensee or invitee of the Lot or Owner who is being fined, as set forth above.

(e) Collection of Fines: Fines shall be treated as assessments for the purposes of enforcing the collection thereof. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: Fines shall not be construed to be an exclusive remedy, but, rather, shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

Article X, Section 7 is hereby amended to read in its entirety as follows:

Section 7. **AMENDMENT.** This Declaration may be amended at any time and from time to time upon the approval of not less than two-thirds (2/3) of all Unit Owner (i.e., membership) voting interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which a quorum of the membership has been attained. Provided, however, that no amendment to this Declaration affecting the surface water management system, including the water management portion of the Common Area, shall be effective without the approval of the South Florida Water Management District and Central Broward Drainage District. An amendment to this Declaration shall be evidenced by a certificate of the Association certifying that the amendment was duly adopted, executed either by the President of the Association or a majority of the members of the Board of Directors, which shall include recording data identifying the Declaration, shall be executed with the same formalities required for the execution of a deed, and shall have attached thereto a copy of the subject amendment. Any such amendment of this Declaration shall effective when such a certificate is properly recorded in the Public Records of Broward County, Florida.

BY-LAWS

Article III, Section 1, is hereby amended to read in its entirety as follows:

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any Property subject to the Declaration, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment. Thirty percent (30%) of the Members entitled to vote at a meeting (i.e., of all membership voting interests) shall constitute a quorum at any meeting of the Members of the Association, and, unless provided otherwise herein or in the Articles of Incorporation, the action of a majority of Members present at a meeting at which a quorum is present shall constitute the action of the membership.

Article III, Section 3, is hereby amended to read in its entirety as follows:

3. The annual meeting of the Members of the Association shall be held on the date and at the time, and at the location, as determined by the Board of Directors at any time in the Board's discretion, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that an annual meeting shall be held at least once per calendar year, and each annual meeting shall be held within Broward County, Florida.

Article V is hereby amended to read in its entirety as follows:

V. **ELECTION OF DIRECTORS**

1. Election of Directors shall be held at the annual meeting of the Members.

2. Except as otherwise provided elsewhere herein, all Members of the Association are eligible to serve on the Board of Directors.

3. A person or entity who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the election ballot. For purposes hereof, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any Lot. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, may not seek election to the Board and is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

4. Nominations for the election of members of the Board of Directors shall be taken from the floor at the annual meeting of the Members, at which time any Member present at said meeting, or such Member's designated proxy, shall be permitted to nominate such Member or any other eligible person as a candidate for election to the Board of Directors. No such nomination need be seconded by another Member or such Member's designated proxy, and any eligible person who has been so nominated shall automatically be deemed to have accepted such nomination unless he or she shall have notified the Association to the contrary.

5. The Board of Directors shall be elected by written ballot, voting machine or voice vote, as determined by the Board of Directors in each instance, but shall not be conducted by secret ballot. Proxies may be used in the election of the Board of Directors. Elections shall be decided by a plurality of those ballots or votes cast by eligible voters.

6. An election is not required unless more candidates are nominated than existing vacancies on the Board of Directors.

7. Each Member may, in respect to each vacancy on the Board, cast one (1) vote.

8. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date

of the annual meeting. Board members whose terms expire and who are not reelected at any annual meeting of the Members shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

9. A person serving as a Board member who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation (as defined above) to the Association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the Board to be filled according to law. The validity of any action by the Board is not affected if it is later determined that a person was ineligible to seek election to the Board or that a member of the Board is ineligible for board membership.

10. If two or more candidates for the same position receive the same number of votes in any election of directors, which would result in one or more candidates not serving on the Board, the Association shall conduct a runoff election in accordance with the procedures set forth in this Article at a duly noticed special meeting of the Members held not less than twenty one (21) days, nor more than thirty (30) days, after the date of the election at which the tie vote occurred. In any such instance, the only candidates eligible for the runoff election to the Board position shall be the runoff candidates who received the tie vote at the previous election.

Article VI, Section 2, Paragraph C, Subparagraph (1) is hereby amended to read in its entirety as follows:

(1) To fix the amount of the assessment against each Member in the manner provided in the Declaration;

Article VII, Section 1 is hereby amended to read in its entirety as follows:

1. Regular meetings of the Board of Directors shall be held on such date(s), and at such time(s) and place(s), as may be determined by the Board of Directors at any time and from time to time.

ARTICLES OF INCORPORATION

Article VI, Section 1 is hereby amended to read in its entirety as follows:

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than five (5) Directors, the exact number to be determined at any time and from time to time upon the affirmative vote of a majority of said Board of Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Each Director shall serve for a term of one (1) year, with such term expiring at the earlier of (a) the next election (following the election at which such Director was elected) at which such Director's successor is duly elected and qualified, or (b) the date on which such Director shall be removed from office with or without cause by the affirmative vote of a majority of all Members (i.e., upon the approval of a majority of all membership voting interests).

EXHIBIT "D" – ARCHITECTURAL PLANNING CRITERIA

Paragraph 14 is hereby amended to read in its entirety as follows:

14. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall

be permitted on any Lot except for any such window or wall air conditioning unit that was already installed in a dwelling on a Lot on or before August 1, 2022, (a "Grandfathered A/C Unit"); provided, however, that, except as otherwise permitted under the following sentence, no Grandfathered A/C Unit may be replaced by another window or wall air conditioning unit (when such Grandfathered A/C Unit becomes inoperable, or otherwise). However, notwithstanding anything to the contrary contained in the immediately preceding sentence, split air conditioning units shall be permitted on Lots, but only if the outside air compressor thereof is installed no higher than four feet off of the ground and is not otherwise visible from any street (provided, however, that the restrictions contained in this sentence shall not apply to any split air conditioning unit that was located on a Lot prior to the date on which such restrictions became effective).

RULES AND REGULATIONS

Paragraphs 2, 4, 5 and 6 of those certain Rules and Regulations of the Association recorded in Official Records Book 26536, at Page 631, of the Public Records of Broward County, Florida, are hereby deleted in their entirety.