

AMENDMENTS
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ST. LUCIE GARDENS

WHEREAS, the Declaration of Covenants and Restriction for St. Lucie Gardens is recorded in the public records of St. Lucie County, Florida at Official Records Book 0764, Pages 1184 et. Seq.; and,

WHEREAS, pursuant to Section 14.2(a) of the Declaration, prior to the turnover of control of the Association to the lot owners, the Developer may amend the provisions of the Declaration at any time without the joinder of the lot owners or institutional mortgagees; and,

WHEREAS, as of the date of the execution and recording of the amendments more fully set forth below, control of the Association has not yet been turned over to the lot owners; and

WHEREAS, the Developer wishes to amend certain provisions of the Declaration of Covenants and Restrictions for St. Lucie Gardens;

NOW THEREFORE, the Developer hereby declares that such Declaration shall be amended as follows:

3. **MEMBERSHIP AND VOTING RIGHTS.**

3.4 The Association may suspend the voting rights of a member, in accordance with Chapter 617, Florida Statutes, and any other applicable Florida law.

6. **COVENANTS FOR MAINTENANCE ASSESSMENTS.**

6.5 Special Assessments. The Association shall have the power and authority to levy and collect a Special Assessment from each Owner as determined to necessary by the Board of Directors from time to time. All Special Assessments shall be at a uniform amount for each Lot assessed, regardless of whether a particular Special Assessment affects all Lot Owners or a particular Lot. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS (\$500.00) per Lot, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty one percent (51%) of the members present at the meeting in person or by proxy.

14. **GENERAL PROVISIONS.**

14.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County; subject, however, to the following provisions:

(a) Prior to the Turnover Date, the Developer may amend this Declaration at any time without the joinder of the lot owners, or Institutional Mortgagees.

(b) Except as provided herein, an amendment initiated by any party other than the Developer must be approved by an affirmative vote of at least a majority of those owners present and voting either in person or by proxy, at a duly called meeting of the members, called at least in part for the purposes of approving such amendment; provided however, until such time as the Developer relinquishes control of the Association, all amendments shall require the joinder of the Developer.

(c) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

14.5 Enforcement of the Declaration. The enforcement of this Declaration may be sought by a 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. Enforcement may be sought by the Developer, The Association or any Owner, and should the parties seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party. The failure or refusal of Developer, the Association or any Owner to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. This right of enforcement shall likewise apply to any additional covenants, restrictions, reservations, assessments, liens and other terms and provisions additionally imposed.

Additionally, the Association shall have the authority to levy reasonable fines for violations of the provisions of this Declaration, as well as the Articles of Incorporation and the ByLaws of the Association, in accordance with the ByLaws of the Association and Chapter 617, Florida Statutes, as the same may be amended from time to time, or other applicable Florida law.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name and its corporate seal affixed on the _ day of December, 1997.

WITNESSES:

Jasmine Mercado
Witness name printed

[Signature]
Witness name signed

EDWINA T. DA SILVA
Witness name printed

[Signature]
Witness name signed

[Signature]
By: JAMES LADD
Developer - ST. LUCIE GARDENS

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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 17th day of December, 1997, by JAMES LADD as developer of St. Lucie Gardens, who is known to me or who produced _____ as identification.

 EDWINA T. DA SILVA
COMMISSION # CC 427764
EXPIRES DEC 20, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

[Signature]
NOTARY PUBLIC
NOTARY STAMP:
EDWINA T. DASILVA