



LAKE LUCIE

Amended and Restated
Declaration of Covenants, Conditions & Restrictions

July 30, 2003

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF LAKE LUCIE**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is to continue the purposes of the Declaration of Covenants, Conditions and Restrictions as originally recorded by the Developer in the public records of St. Lucie County, Florida at Official Records Book 889, Page 1874, et. seq., and as amended at Official Records Book 930, Page 2079, et. seq.

WITNESSETH:

WHEREAS, that certain property in the County of St. Lucie, State of Florida, which is known as the Villages of Lake Lucie, is more particularly described as:

Lake Lucie Estates Plat No. One, as per the Plat thereof recorded in Plat Book 34, Pages 1, and 1A, 1B & 1C, Public Records of St. Lucie County, Florida

NOW, THEREFORE, all of the properties described above shall continue to 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 continue to run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

Definitions

1. "Homeowners' Association" and "Property Owners' Association" shall both mean and refer to Villages of Lake Lucie Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

RECORD & RETURN TO:

Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995

2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to The Villages of Lake Lucie, more particularly described as Lake Lucie Estates Plat No. One as per the Plat thereof recorded in Plat Book 34, Pages 1, 1A, 1B, and 1C, public records of St. Lucie County, Florida, and such additional property as may be brought within the jurisdiction of the Association and as may be submitted to the easements, covenants, conditions, and restrictions hereby imposed.

4. "Landscape Buffer" shall mean all subdivision walls erected or landscaping planted to create a visual barrier, by the developer of the Properties, or the Homeowners Association, (including the improvements thereto).

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of any Common Area and all property dedicated to the public or any public agency.

6. "Common Area" shall mean any real property owned by the Homeowners' Association for the common use and enjoyment thereof.

7. "Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale.

8. "Bylaws" shall mean the Amended and Restated Bylaws of Villages of Lake Lucie Homeowners Association, Inc., as amended from time to time, and attached hereto as Exhibit "A".

9. "Articles of Incorporation" shall mean the Amended and Restated Articles of Incorporation of Villages of Lake Lucie Homeowners Association, Inc., as amended from time to time, and attached hereto as Exhibit "B".

ARTICLE I

Architectural Control Review Committee

Section 1. Review Committee.

There shall exist a Review Committee (hereinafter referred to as "Committee") which shall consist of five (5) members appointed by the Board of Directors of the Homeowners' Association. All members of the Committee shall serve one (1) year terms once appointed. The Committee shall record minutes for each meeting. One copy of the minutes will be kept by the Chairman of the Committee; a second copy will be forwarded to the Board.

Section 2. Construction Plan Review.

No dwelling, building, or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Properties, nor shall any exterior additions, changes, or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location therefore shall have been first submitted to and approved by the Committee. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of St. Lucie County, State of Florida, in effect at the time of such proposed construction or alteration. The approval or disapproval of plans, specifications, and location by the Committee shall be based on reasonable grounds, including purely aesthetic reasons, which shall be at the discretion of the Committee, and as may be deemed sufficient. At least thirty (30) days prior to the date that approval is required, detailed and scaled sketches, including location sketches, shall be submitted by the Lot Owner to the Committee for any construction, improvements, additions, or alterations which may be sought to be erected or placed on any Lot.

Plans and specification in regards to topography and finished grade elevation must also be reviewed and approved by the Committee prior to the commencement of any excavation work, or prior to the commencement of any activity which will alter the natural or existing contour of the land.

The Committee shall provide Lot Owners with a written instrument acknowledging receipt of any evidence, instrument, or drawing required by this section, indicating thereon the date and time such evidence, instrument, or drawing is received by the Committee. Two sets of plans and specifications shall be submitted to the Committee showing all alterations, including but not limited to site plan, landscape plan, exterior elevations, paint colors, shingle samples, exterior materials samples, and descriptions. The Committee shall forward to the Board, in writing, within thirty (30) days of receipt of all required evidence, a letter notifying the Lot Owner of the Committee's approval or disapproval of any project. All approvals by the Committee intended to be relied upon by a Lot Owner, and whether relating to the provisions of this paragraph or any other covenant contained in this Declaration, must be in writing and signed by a member of the Committee and a member of the Board. The Board will send or deliver said letter to the Lot Owner.

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation or breach of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable.

If required documents are not submitted prior to start of work, the Committee can issue a stop order on all work until said documents are received and approved or disapproved. If approved, work may continue. If disapproved, all completed work must be returned to original condition. If rejected work is started, a stop order will be issued. Lot Owners in violation of this provision will be subject to the enforcement remedies contained in Article VI, Section 1, below.

Section 3. Clearing.

It is the intent of the Committee to maintain as much of the natural wooded character of each Lot as reasonably possible. Existing trees and vegetation are to be preserved when possible and incorporated in the final landscaping plan. All areas not left in their natural state and that are cleared shall be sodded or replanted. All clearing activities shall be in strict accordance with all applicable codes and ordinances of St. Lucie County. Lot Owners in violation of this provision will be subject to the enforcement remedies contained in Article VI, Section 1, below.

Section 4. Landscaping.

All initial landscaping or changes to existing landscaping must conform to all codes and requirements of St. Lucie County. A landscape plan for initial landscaping or changes to existing landscaping shall be submitted to the Committee for approval.

No existing living tree greater than four (4) inches in diameter and measuring three (3) feet above the ground, shall be removed from any Lot without approval of the Committee.

For Lots 1-98, a minimum of five (5) native trees are required to be planted for each residence. Two (2) of those trees must be planted within five (5) feet of the front property line, spaced within 25 to 35 feet of one another and be either a live oak, southern magnolia, or elm. Three (3) additional trees must be planted on the property of each residence. These trees shall be a minimum of six (6) feet in height and have a drip line of a minimum of three (3) feet. The trees shall remain perpetually on each Lot. In the event they die either by disease or neglect they shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Homeowners' Association, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the Committee for existing native trees that are used in the final landscaping plan of each residence.

For Lots 99-156, a minimum of three (3) native trees are required to be planted for each residence. One (1) of those trees must be planted within five (5) feet of the front property line and be either a live oak, southern magnolia, or elm. Two (2) additional trees must be planted on the property of each residence. These trees shall be a minimum of six (6) feet in height and have a drip line of a minimum of three (3) feet. The trees shall remain perpetually on each Lot. In the event they die either by disease or neglect they shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Homeowners' Association, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the Committee for existing native trees that are used in the final landscaping plan of each residence.

A minimum of 1 percent (1%) of the construction cost of each residential dwelling unit shall be used to purchase new plant material to be planted at the front of each

residence. This planting expense shall be included in the cost of sod and grading for each residence. All lots shall be fully sodded.

Section 5. Roofs, Shingle Material, and Exterior Elevations.

No primary portion of straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

The Committee must approve the type, color, and style of all shingle and roof covering materials. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within the character and in keeping up with the standards of the Properties.

Section 6. Exterior Covering, Siding, and Paint.

There shall be no artificial brick, stone, aluminum, vinyl, or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

Section 7. Garage Doors.

All garage doors shall be of wood or steel construction and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors shall remain closed when not in use.

Section 8. Dwelling Size.

The ground floor of the main structure, exclusive of any open porches, patios (enclosed or otherwise), breezeways and garages, shall not be less than 1,194 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 9. Building Location.

No building, other than that allowed under governing zoning regulations, shall be located on any Lot nearer than twenty (20) feet to the front of the Lot line or nearer than twenty (20) feet to any side street line. No building shall be located nearer than six (6) feet to an interior Lot for Lots 1 through 98, nearer than five (5) feet to an interior Lot for Lots 99-156, or nearer than fifteen (15) feet to the rear Lot line for all Lots. For the purpose of

this covenant, eaves, concrete slabs, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, the more restrictive provision shall apply.

Section 10. Post Lights.

Each residence constructed shall have the option to install and maintain an electric or gas exterior post light in the front setback area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each Lot. If elected to be installed, the type, color, and location of the post light shall be determined by the Committee.

Section 11. House Numbers and Mailboxes.

All house numbers on each residence are to be brass or black in color and appearance, four (4) to six (6) inches in height, and shall be clearly visible and unobstructed from the street. The location and type of the mailboxes and house numbers shall be determined by the Committee.

ARTICLE II

General Restrictions - Use and Occupancy

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure, or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions, and provisions of this Declaration and Committee standards. All such construction shall be performed, completed, erected, placed, and maintained only in accordance with the plans and specifications required herein as approved by the Committee.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes. Other than conducting the sale of residential dwellings, no trade, traffic, or business of any kind, whether professional, commercial, industrial, manufacturing, or other nonresidential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plat or plats of smaller size without the express written consent of the Homeowners' Association.

Section 5. Occupancy Before Completion.

No building or structure upon the Properties shall be occupied until the same is approved for such by the governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.

Section 6. Maintenance and Repair.

All dwellings, structures, buildings, outbuildings, walls, driveways, and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good repair. In the event of a dispute as to whether a structure is in good condition and repair, the good faith determination of the Committee shall be binding and conclusive. Lot Owners in violation of this provision shall be subject to the enforcement remedies contained in Article VI, Section 1, below.

Section 7. Completion of Construction.

All exterior construction, paint and stain finish, and landscaping for which plans and specifications are required herein to be submitted to the Committee for approval shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, basement, garage, or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently, and no building or dwelling of a temporary character shall be permitted, except as follows: buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales and after receipt of written approval from the Homeowners' Association.

Section 9. Grounds and Yard Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed, and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, grass, and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within two (2) months for the construction of building or structures upon the Lot on which the material is stored.

(d) Lot Owners in violation of this provision shall be subject to the enforcement remedies contained in Article VI, Section 1, below.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type:

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished grade surface of the grounds upon which it is located, shall be constructed, planted, placed, or maintained upon any Lot without the written consent and approval of the Committee.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed, or maintained between the street and the front setback line of any Lot without the written consent and approval of the Committee.

(c) No fence to be constructed on any Lot shall be of wire, chain links, or cyclone style of fences.

(d) For Lots 4-7, 35-39, 41, 42, 106-113, no fence or wall shall extend beyond the rear building line of any residence, except those used for screening purposes. In no case shall any fence on any Lot (1-156) extend beyond the front building line of any residence. All fences must be in conformance with all city codes and setback requirements.

Section 11. Animals, Birds, and Fowl.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept,

provided they are not kept, bred, or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any parcel. In the event of dispute as to the reasonability of the number of such cats, dogs, or household pets kept upon the Properties, the decision and opinion of the Homeowners' Association Board of Directors shall control.

Section 12. Laundry.

No clothes, sheets, blankets, or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall, or other screening device.

Nothing contained in these deed restrictions shall be interpreted or enforced in a manner in conflict with Section 163.04, Florida Statutes relating to renewable energy sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become any annoyance or a nuisance to the residents of adjacent properties.

Section 14. Parking.

The parking of commercial vehicles, including trucks, tractor trailers, semitrailers, and commercial trailers is prohibited except for purposes of loading and unloading or when parked entirely within a closed garage.

Boats, motorhomes, campers, travel trailers, and similar recreational vehicles may be parked for purposes of loading, unloading, cleaning and maintenance for a period not to exceed twenty-four (24) hours in any given seven (7) day period. Exceptions must be approved by the Board in advance. Notification must be given to a designated member of the Board by the resident prior to parking any type of recreational vehicles on the Property. Recreational vehicles may only be stored in a closed garage or in a way so as not to be visible from the street or adjacent property.

Overnight street and grass parking is prohibited. Inoperable vehicles or vehicles under repair may only be placed and kept or stored in a closed garage.

Section 15. Utility and Drainage Easements.

Easements for installation and maintenance of utilities and drainage facilities are shown on the plat of the Properties, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities, or which may change the direction or flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales, and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, or banks lie within a Lot, the Owner of the Lot shall maintain the same continuously and shall not disturb, damage, or otherwise interfere with the berm, swale, drainage canal, or other portion of said lake, drainage canal, or system which is located on or adjoins said Owner's Lot.

Section 16. Excavations.

No excavations for stone, gravel, dirt, or earth shall be made on any portion of the Properties except for the construction of dwellings, walls, foundations, swimming pools, structures, and other appurtenances for which plans and specifications have been approved by the Committee.

Section 17. Signs.

Except for signs permitted by the Homeowners' Association, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste, or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot, except such temporary storage as may be approved by the Homeowners' Association. Yard waste shall be placed on the curb no sooner than one (1) day prior to scheduled pick-up. Yard waste produced by a paid contractor must be immediately removed and disposed of by that contractor.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation and Maintenance of Slopes, Banks, and Swales.

No person shall reconstruct, damage, or destroy, clear, open, reduce, remove, alter, modify or install anything or make any improvement within, over or upon any bank, slope, swale, easement or preservation without first obtaining written approval from the

Homeowners' Association. No construction or excavation in the proximity of any canal, bank, slope, or swale shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 21. Wells.

No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 22. Open Burning.

Open burning of any kind is prohibited.

Section 23. Swimming Pools.

Swimming Pools may be constructed on any Lot with the approval of the location and material by the Committee provided that access is controlled from all directions by fencing, screening, or the residential structure, and in compliance with all applicable codes and ordinances of St. Lucie County. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only of the in-ground type and shall be constructed of fiberglass, concrete, or concrete-type materials. The pool deck shall be no higher than two (2) inches below the grade level of the first floor house pad.

Section 24. Right to Inspect.

The Committee may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alternation of structures thereon are in compliance with the provisions hereof; and neither said Committee nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennae and Aerials.

No exterior antennas or aerials shall be placed upon residences at a height greater than ten (10) feet above the highest point of the roof. Satellite dishes and antennas for the reception of video programming less than one (1) meter in diameter may be placed upon residences. All other satellite dishes and antennas shall not be visible from any street and shall be screened from other Lots and areas within the Properties.

Section 26. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The

Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street.

Section 27. Oil and Mining Operations.

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

Section 28. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot. This provision, however, shall not preclude the installation of any individual water system for irrigation or sprinkler purpose; provided, however, that any such system shall be permitted, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of all agencies exercising regulatory jurisdiction over such systems.

Section 29. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 30. Air Conditioning.

No window or wall air conditioning units shall be permitted.

Section 31. Tanks.

All oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas to the rear of the main residence.

Section 32. Fireworks.

Personal fireworks of any kind are prohibited on the properties.

ARTICLE III

Property Rights and Requirements

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a nonexclusive right and easement of enjoyment in and to any Common Area, subject to such restrictions or limitations as may appear on the plat of the Properties.

Section 2. Owner's Use of Lot.

Use of Lots shall be limited to residential purposes. Nothing herein shall be deemed to prevent an Owners from leasing his or her residence to a single family, subject to the matters set forth in this Declaration.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the bylaws of the Homeowners' Association, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE IV

Membership and Voting Rights In the Association

Section 1.

Every Owner of a platted Lot which is subject to assessment shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.

The Homeowners' Association Board of Directors shall consist of seven (7) directors. All of the powers and duties of the Homeowners' Association under this Declaration may be exercised by the Board of Directors or any duly authorized representative or agent of the Board unless otherwise specifically delegated to a committee or to the members of the Homeowners' Association under this Declaration, or under the Homeowners' Association Articles of Incorporation or Bylaws.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation as Assessments.

Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agrees to pay to the Homeowners'

Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed by the Association, by a foreclosure action filed in a court of competent jurisdiction; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of St. Lucie County, Florida. Each such assessment, together with late fees, interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment.

The assessments levied by the Homeowners' Association shall be used exclusively, except as hereinafter provided in Section 5, to promote the recreation, health, safety, and welfare of the residents in the properties (including necessary or appropriate professional fees) and for the improvement and maintenance of the Common Area and Landscape Buffer.

Section 3. Assessment Allocation.

Assessments shall be levied as to each Lot. Any vacant Lot or any Lot superimposed with an unoccupied, unsold residential living unit held by a Builder shall be responsible for all annual assessments. Each Lot shall be subject to a special initiation assessment of \$75.00 paid to the Homeowners' Association upon transfer of the deed to the Owner. This one-time special assessment shall be used for the exclusive purpose of expenses for the maintenance of the entry landscaping, retention area, and any Common Area.

Section 4. Limitation on Annual Assessments.

The annual assessment of the Homeowners' Association may be increased each year not more than ten percent (10%) above the assessment for the previous year without a vote of the membership. The annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting of the Homeowners' Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the above limitation.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Homeowners' Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any landscape buffer

or Common Area, fixtures, and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of members who are voting in person or by proxy at a Homeowners' Association meeting duly called for this purpose by the Board of Directors.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Date.

The Board of Directors of the Homeowners' Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The first annual assessment for a new Owner shall be adjusted according to the number of months remaining in the calendar year.

The due date for payment of each assessment shall be established by the Board of Directors of the Homeowners' Association. The Homeowners' Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that Association setting forth whether all assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners' Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Homeowners' Association.

Any assessment not paid within thirty (30) days after the due date shall incur a late fee of Twenty-Five Dollars (\$25.00) per month and shall bear interest from the due date at the maximum rate allowed by law. As an additional right and remedy of the Homeowners Association, upon default in the payment of assessments and after thirty (30) days prior written notice to the Owner, the Homeowners Association may declare the remaining installments on such assessments to be accelerated and immediately due and payable. The Homeowners' Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common area or landscape buffer or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorney's fees for appellate proceedings.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein against any Lot shall be subordinate to the lien of any first mortgage on such Lot. A Mortgagee of Record in possession, a receiver, a purchaser at a foreclosure sale, or a Mortgagee of Record that

has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser of Mortgagee of Record shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure but shall acquire title free of any liability or lien of any assessment which became due prior to such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance by deed in lieu of foreclosure) took place.

Section 10. Exempt Property.

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land, lot, or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Lot and Exterior Maintenance.

All buildings, fences, and grounds of each parcel shall maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap, metals, non-operative vehicles, old or unused household appliances or furniture shall not be placed or maintained on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner so as to directly affect the health or safety of other owners, the Homeowners' Association, after approval by a majority of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to the extent reasonably necessary to protect the health or safety of other owners, to make repairs to, or clear the Lot or the exterior of the buildings and any other improvements erected thereon. The cost of such repairs or clearing shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable fifteen (15) days from the date said assessment is made. Such entry thereon shall not constitute a trespass. This section shall not constitute a trespass. This section shall apply to any Lot owned by a Builder.

ARTICLE VI

General Provisions

Section 1. Violation and Enforcement.

The Homeowners' Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

Homeowners' Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorney's fees through appellate proceedings.

Violation of any covenant or restriction contained in this Declaration may be remedied by the Association, the Committee, or any Lot Owners, and the expenses thereof shall be chargeable to the then owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand. In the event the Association, the Committee, or any Lot Owner has expended funds in connection with curing such violation, then and in such event the funds so expended shall become a lien upon the Lot or Lots. Enforcement shall be by proceeding at law or in equity, brought by the Committee, the Association, or the aggrieved Owner of any Lot or Lots located within the subdivision, against any person or persons, violating or attempting to violate the covenants or restrictions contained in this Declaration, either to restrain the violation or to recover damages, or both. In the event the Association, the Committee, an aggrieved Owner, or their successors are obligated to engage counsel in connection with the enforcement of this Declaration, or any of the provisions herein contained, then and in such event and if such matter proceeds to litigation, provided the aforesaid aggrieved parties are the prevailing party in such litigation, such shall be entitled and authorized to recover their reasonable attorneys' fees from the Defendant in such proceedings both in the trial court and for any appellate proceedings.

In addition to all other remedies, the Board of Directors shall have the authority to levy reasonable fines for the violation of any provision of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Homeowners' Association in accordance with Florida Statute §720.305 (2002), as amended from time to time. Any fine not paid within thirty (30) days from the date that it is levied shall be considered a charge on the land and a continuing lien against the property and shall be enforceable in the same manner as an assessment pursuant to Article V hereof.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration, Modification, and Amendment.

Except as the same may be changed, modified, or amended, as provided for hereafter, the Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the Lots it is agreed to terminate this Declaration on the expiration of the original term or any renewal term.

The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of the lands and Properties described hereinabove, and each Lot herein contained, may be waived, abandoned, terminated, modified, altered, or changed as to all of the Properties or any portion thereof, upon and with the written consent of the owners of two-thirds (2/3rds) or more of the Lots. No such waiver, abandonment, termination, modification, alteration or change shall become effective until a properly executed instrument in writing shall be recorded in the public records of St. Lucie County, Florida.

Section 4. Mortgage or Conveyance of Common Area.

Any mortgage or conveyance of any Common Area, or any portion thereof, shall require the consent of at least two-thirds (2/3rds) of the Lot Owners. If ingress or egress to any residence is required through any Common Area, or any portion of it, any conveyance or encumbrance of such area shall be subject to an easement for ingress and egress in favor of the affected Lot Owner or Owners.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Villages of Lake Lucie has been approved by Written Consent by at least two-thirds (2/3rds) the members.

The undersigned, Villages of Lake Lucie Homeowners' Association, Inc. hereby consents to the terms and provisions contained in the foregoing Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24 day of July, 2003.

WITNESSES:

**VILLAGES OF LAKE LUCIE
HOMEOWNERS' ASSOCIATION, INC.**

Kathryn Kappal
Printed Name #1: KATHRYN KAPPA

By: Barbara St. Laume
Its President

Nancy J. Hodde
Printed Name #2: Nancy T. Hodde

By: Patricia A. Treatch
Its Secretary

Kathryn Kappal
Printed Name #1: KATHRYN KAPPA

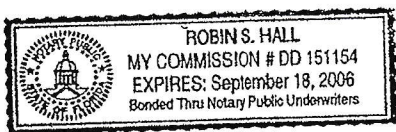
Nancy J. Hodde
Printed Name #2: Nancy T. Hodde



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on July 24, 2003, by Barbara W. Daume, as President of the Villages of Lake Lucie Homeowners' Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

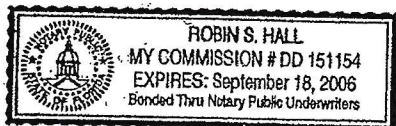


Robin S. Hall
Notary Public
Printed Name: Robin S. Hall

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on July 24, 2003, by Patricia Veatch, as Secretary of the Villages of Lake Lucie Homeowners' Association, Inc. [☐] who is personally known to me, or [☒] who has produced identification [Type of Identification: FL Driver's License].

Notarial Seal



Robin S. Hall
Notary Public
Printed Name: Robin S. Hall

RECORD & RETURN TO:
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995