

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SUN TERRACE AT THE LAKES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS was made the 7th day of February, 1990, by the SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called the "ASSOCIATION".

The Association is the owner of the real property described in Exhibit "A" attached to this Declaration, and incorporated into this Declaration by reference. The Association intends by this Declaration to impose restrictions upon certain properties to mutually benefit all owners of residential properties within the restricted property. The Association desires to provide a flexible, manageable, and reasonable procedure for the restricted property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the restricted property.

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

**ARTICLE I
DEFINITIONS**

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

2. "Assessment" means a share of the funds which are required for the payment of Association Expenses, which from time to time is assessed against Members (hereinafter defined) of the Association.

3. "Association" shall mean and refer to the Sun Terrace at The Lakes Homeowners Association, Inc., its successors and assigns.

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

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

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

7. "By-Laws" shall mean the By-Laws of the Association. A true and correct copy of the By-Laws is attached hereto, made a part hereof, and marked Exhibit "C".

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

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

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

9. "Community Development District" shall mean and refer to the St. Lucie West Service District, a local unit of special-purpose government which may be created in accordance with Florida Statutes, Chapter 190, to provide certain community services to the area in which the Property is located.

10. "County" shall mean St. Lucie County, Florida.

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

12. Intentionally Omitted

13. "General Plan of Development" shall mean that portion of the plan of The Lakes at St. Lucie West dedicated to the Association and submitted to this Declaration, initially or by Subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the Property.

14. "Homeowners Documents" means in the aggregate this Declaration, the Articles, the By-Laws of the Association, as well as the Declaration of Covenants and Restrictions for The Lakes at St. Lucie, the Articles of Incorporation for the Lakes at St. Lucie Property Owners Association, Inc. ("Property Owners Association" or "POA"). The By-Laws of the Property Owners Association, the Declaration of Covenants, Conditions, the St. Lucie West Hazardous Materials Management Plan (dated April 21, 1988), and all of the instruments executed in connection with the General Plan of Development.

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

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

17. "Occupant" shall mean the occupant of a patio home who shall be the owner, or their respective guest(s).

18. "Owner" shall mean the fee simple record title holder or holders of any Patio Home Lot (hereinafter defined), whether on or more persons or entities, but excluding any person or entity that has any interest in a Patio Home Lot merely as security for the performance of an obligation.

19. "Patio Home" shall mean the structure and underlying real property, for which a certificate of occupancy has been received. Each patio home is located in a structure containing four (4) separate patio homes. Each patio home is designed and intended for use and occupancy solely as a single family residence.

20. "Patio Home Lot" shall include the patio home, use of two parking spaces, and membership interests in the Association.

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

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

23. "Rules and Regulations" shall mean the rules and regulations, which are attached to and incorporated into this Declaration as Exhibit "D", and as may be adopted by the Board or by the Property Owners Association from time to time by resolution or by motion carried.

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

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

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

27. Intentionally Omitted.

28. "Sun Terrace at The Lakes" is the name given to a planned unit development located in Port St. Lucie, Florida.

29. "Sun Terrace at The Lakes Homeowners Association, Inc." shall mean that certain entity created to maintain, manage, and control the Common Areas. It shall be referred to as the "Association", but it may also be referred to as the "Homeowners Association" or "HOA".

30. "The Lakes at St. Lucie West" is the name given to a planned unit development located in Port St. Lucie, Florida, which has been platted in the County under the same name.

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

32. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board, and conveys legal title to the Common Area to the Association. The transfer date shall occur 120 days after the Developer has closed the sales of all of the patio homes contemplated by the general plan of development, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

1. Initial Property. The Property which is initially subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit A.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

1. Mandatory Membership. The owner of the fee simple title of record of each patio home shall be a mandatory member of the Homeowners Association, the Property Owners Association, and of the Master Association.

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

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

ARTICLE IV USE OF PROPERTY

1. Single Family Residence; Leases Prohibited. The patio homes shall be used solely as single family residences and meet The City of Port St. Lucie, Florida Zoning Code Sec. 158.082, which addresses Maximum occupancy for all residential districts. The leasing of patio homes is prohibited. For the purpose of this provision, a patio home will be considered leased whenever it is occupied by someone other than the patio home owner(s), their parents or children, for more than fourteen (14) days in any twelve (12) month period when the patio homeowner(s) are not also in residence (Note: this complies with Article I, Section 24 of this Declaration).

2. Nuisance. The patio home owner shall not permit any nuisance to exist upon his property so as to be detrimental to any other property or to its owners. No patio home owner shall make or permit any noise that will disturb or annoy the occupants of any other patio home, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other patio home occupants.

3. Uses Affecting Insurance. No patio home owner shall do or permit any act or failure to act which shall cause any insurance policy on the patio homes to become void or suspended, nor which would cause any increase in premiums payable by the Homeowners Association.

4. Subdivision. The patio home shall not be further sub-divided or separated by any owner; and no portion less than all of any such patio home, nor any easement or other interest granted herein, shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

5. No Commercial Use. The patio home shall not be used in any trade, business, professional or commercial capacity.

6. Animals and Pets. No animals shall be raised, bred, or kept in any patio home, except that dogs, cats, or other household pets may be kept on the patio home, provided they are not kept, bred, or maintained for any commercial purpose, or in numbers deemed

unreasonable by the Board. Notwithstanding the foregoing no animal may be kept in the patio home, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her patio home a bull terrier (pit bull) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each patio home owner shall be strictly liable to the Association, and shall indemnify the Association, and hold it harmless against any loss or liability resulting from his, his guests', or his family member's ownership of a pet. If a dog or any other animal becomes obnoxious to other patio home owners by barking or otherwise, the patio home owner shall remedy the problem or upon written notice from the Association, he will be required to dispose of the pet.

Restricted breeds and noise restrictions are in accordance with the City of PSL laws. Owners of pets are referred to "Violations & Citations 92.279(a) and 92.99" for further clarification including tabs regarding Pet Licensing and additional information.

7. Windows. All draperies, curtains, shades, or other window coverings installed in a patio home, and which are visible from the exterior of a patio home shall have a white backing unless otherwise approved in writing by the Board. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a patio home or common areas without the prior written approval of the Board. One (1) "Open House" sign immediately adjacent to a patio home for sale may be posted only on the day and during the time of the open house.

8. Vehicles. All authorized vehicles are to have "ST" parking decals. Unless permitted in accordance with the procedures described in the Rules and Regulations, no motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e. Jeeps, Broncos, Blazers, and similar vehicles), trailer, boat, camper, motorhome, bus, commercial truck or van, or other similar vehicle shall be permitted within the confines of the general plan of development, except for trucks delivering goods or furnishing services, and except upon such areas as the Board may, in its sole discretion, allow. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs to be borne by the vehicle owner or violator. All vehicle owners are responsible for ensuring that their vehicles can be removed from Sun Terrace at the Lakes upon notice from the Association.

9. Exterior Modifications. The exterior walls, roof, and courtyard screen enclosure shall not be painted, stained, decorated, or modified by any owner in any manner, without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.

10. Hurricane Shutters. Each patio home owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) and has professionally installed hurricane shutters may close and shall prepare his home prior to his departure by doing the following:

A. Removing all furniture, potted plants, and other movable objects from his patio; and

B. Designating a responsible person or firm, satisfactory to the Association, to care for his home should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall "temporary" hurricane shutters be permanently installed, without the prior written consent of the Board.

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

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

13. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC.

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

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

16. Rules and Regulations. The patio home owners shall abide by each and every rule and regulation promulgated from time to time by the Board and by the Property Owners Association. The Board shall give an owner in violation of the Rules and Regulations of the Association, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and need to take immediate action, then the offending patio home owner (for himself or for his family, guests or invitees) shall be liable to the Association for all costs incurred to correct said violation and shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

17. Enforcement Actions. Should the Association be required to seek enforcement of any provision of the Declaration or the Rules and Regulations, then and in that event, the

offending patio home owner (for himself or for his family, guests or invitees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE V COMMON AREAS

1. Title to Common Area. The Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes, if any, and other assessments which are liens against the Common Area, from and after the recording of this Declaration.

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

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

4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas. The Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The Board shall give an Owner in violation of the Traffic Regulation, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to pay the fine assessed. Fine to be determined by the violation and according to current standard public transportation fines. The fines shall be collected as an individual assessment from the Owner who violates the traffic regulations, or from the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard by the Covenants Committee under the direction of the Board.

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

ARTICLE VI **EASEMENTS**

1. **Easements for Owners.** The Association hereby grants a perpetual non-exclusive easement to the patio home owners, their families, guests upon, over, and across the Common Areas. The Association hereby declares an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the General Plan of Development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. **Easements for Utilities.** The Association hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Association or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the patio homes, providing such company restores any disturbed area to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the common areas without the consent of the Association.

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

ARTICLE VII **MAINTENANCE**

1. **Association's Responsibility.**

A. **Common Areas.** The Association shall maintain and keep in good repair the Common Areas. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; dumpster screening; perimeter walls; bridges; lakes; water features; drainage easements and other easements; road and identification signage; Common Area security facilities and equipment (if any); drainage facilities

and water control structures; water and lake treatment facilities; Association parking facilities; sidewalks; sod, landscaping and other flora located on the common Areas; and other structures and improvements situated upon the Common Area. The cost to the Association of maintaining the Common Areas shall be assessed equally among the patio home owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Patio Home Exterior Surfaces. The Association shall at all times be responsible for the maintenance and care of the exterior surfaces of the patio homes. The term exterior of the patio home shall include, but not be limited to 1) the normal maintenance of the common roof, such as cleaning, refinishing or recovering, and original skylights 2) gutter and downspout cleaning, repair and replacement, including vents, fascia or, soffit 3) exterior walls, exterior wall security lights/fixtures, and water main shut-off and 4) patio screen enclosure frame, maintaining the structural integrity of the patio screen enclosure frame including the installation of any additional supports to the lanai screen frames (hurricane supports) and exterior wall security light fixture(s). The cost to the Association of maintaining the exterior surfaces and the additional items listed for the patio homes shall be assessed equally among the patio home owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

The Association shall not be responsible for the maintenance repair or replacement of the four exterior hose bibs, exterior steel doors (main entrance and storage room), any sliding glass door roller(s), screens including sliding door screens, and entrance screen door on any patio home, nor shall the Association be responsible for the replacement of any glass including bathroom window, frame, and hardware and the storage room window and frame, and the changing of any loose or rusted fasteners on the lanai screen frame, and painting or replacement of frame when it is necessary except as provided under the Insurance Article of this Declaration of limited perils only. In addition, maintenance, repair and replacement of any screens, glass, steel doors and/or door frames, windows, or patio light bulbs, and the maintenance of any landscaping or shrubbery located within the patio of a patio home or immediate 4' x 2' area on either side of their entrance screen door shall be the responsibility of a patio home owner.

C. Public Property. The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such public property maintenance is necessary or desirable. However, if the cost of such maintenance will exceed 5% of the budgeted gross expenses of the Association for that fiscal year, the maintenance must be approved by a majority of the voting interest.

2. Owner's Responsibility. Each owner shall maintain his or her own patio home in a manner consistent with all applicable covenants. Each Owner shall ensure that the patio and interior of the patio home is kept in a clean, orderly and sanitary condition at all times. No indoor type furniture will be allowed in lanai. Each Owner shall maintain the exterior hose bibs (2), exterior steel doors (main entrance and storage room), and/or door frames, windows, any sliding glass door roller(s), screens including sliding door screens, and entrance screen door and door sweep on any patio home, screen and glass of bathroom window, frame, and hardware and the storage room window and frame, and the changing of any loose or rusted fasteners on the lanai screen frame, and replace same when it is necessary; including without limitation the cleaning and painting of the lanai floor. Any maintenance, painting, repair or

replacement of all items as listed herein must be done in a manner consistent with all applicable covenants and maintain the original appearance and color as when originally built.

The maintenance of any landscaping or shrubbery located within the patio of a patio home shall be the responsibility of a patio home owner. Each Owner is allowed to personalize the immediate 4' x 2' area on either side of their entrance screen door and will be responsible to maintain any plantings within this 4' x 2' area at chair rail height. Note: if no owner changes are made to this 4' x 2' area the HOA will maintain when doing the normal landscape work. No other personalization adjacent to or in near proximity to each individual patio home is allowed and if done will be notified of violation. If Owner does not correct violation, correction will be done by the Board at Owner's expense. Any and all personalization to this area must be submitted by an Architectural Change Request and approved.

Each Owner's responsibility shall be enforced by the Declaration of Covenants and Restrictions for Sun Terrace at the Lakes and more specifically Article IV, section 16 and 17.

A. Party Walls. The patio homes comprising each building are residential homes with common walls, known as "party walls", between each home that adjoins another home. The center line of a party wall is the common boundary of the adjoining home. The cost of maintaining each side of a party wall shall be borne by the patio home owner using said side, except as otherwise provided herein.

B. Use of Party Walls. Each common wall in a patio home shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

C. Common Roofing. The entire roof of the patio home building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing".

D. Damage. If a patio home is damaged through an act of God or other casualty, the affected home owner shall promptly have his home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the patio home building. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected patio homes in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a patio home owner, any expense incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the patio homeowner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building,

and the Association shall thereafter have the right to specially assess said patio home owner for the costs of such repair and re-construction. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses.

E. Modifications. No home owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his patio home or of the patio home building. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire patio home building by the Association and as an Association expense. Normal maintenance of the common roof, such as cleaning, refinishing or recovering, shall be done uniformly at the same time for the entire common roof by the Association and as an Association expense.

F. Failure to Maintain. In the event a patio home owner shall fail to maintain the premises and the improvements thereon, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any patio home to assess and correct damage and to repair, maintain and restore the exterior of the patio home and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment against such patio home; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

ARTICLE VIII ASSESSMENTS

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

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

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

C. Monthly Payments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable monthly.

D. No Waiver. No owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the patio home. The obligation to pay assessments is a separate and independent covenant on the part of each owner. No diminution of abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

E. Subsidy Contracts. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with other entities for the payment of some portion of the Association Expenses as expressed by this Declaration or the By-Laws. (see Article V item 5. Implied Rights).

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

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

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

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

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

C. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board,

with the consent of the Owners at any meeting thereof, shall determine to be in the best interest of the Association.

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

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

F. Property Owners Association. Certain recreational facilities have been constructed for the joint use and benefit of the patio home owners and for the use and benefit of certain Bedford Unit owners and Lakeside owners located in a planned unit development known as The Lakes at St. Lucie West. These recreational facilities shall be owned, operated, and maintained by the Property Owners Association. All patio home owners, as well as all Bedford Unit owners and Lakeside owners shall be assessed and shall pay on an equal basis the expenses of the Property Owners Association. The POA assessments shall be paid by the patio home Owners to the Association, which shall thereafter remit such assessments to the Property Owners Association.

G. Miscellaneous expenses. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular patio home. Bulk rate charges for cable television may be assessed as Association Expenses, if the Association becomes a party to a single billing service for cable television services. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

H. Indemnification. Included also is the cost to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the patio home owners and not the Institutional Mortgagees.

I. Reserve funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other Association Expenses (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each owner acknowledges, understands and consents that

capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

3. Special Assessments.

A. Consent of Members. In addition to the assessments authorized in paragraph 1 of this Article, the Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote or written consent of at 60% of the Members voting on any proposed assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

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

C. Reimbursements. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member into compliance with the provisions of the Declaration, any amendments thereto, the Articles, By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

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

5. Subordination of the Lien to First Mortgagees. The lien of assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any patio home as provided in this Declaration. The sale or transfer of any patio home shall not affect the assessment lien.

However, the sale or transfer of any home pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such home from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record obtains title pursuant to remedies under the Mortgage, its liability for Association Expenses or assessments accruing prior to the acquisition of title shall be governed by Section 720.3085, Florida Statutes, as may be amended from time to time. Any other person or entity that acquires a patio home pursuant to the remedies under a first Mortgage is liable for all unpaid Association Expenses, assessments, late charges, interest, and attorney's fees coming due prior to the acquisition of title. All Association Expenses or assessments not collectible shall be deemed to be Association Expenses collectible from Owners of all the patio homes, including such acquirer, its successors and assigns.

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

- A. All Common Areas; and
- B. All property dedicated to and accepted by any governmental authority or public utility.

7. Transfer Fee. Each patio home owner, upon acquiring title to a patio home, shall pay to the Association an amount equal to three (3) months' Assessments for the patio home as a transfer fee. The transfer fee will be used to subsidize the reserve funds. The transfer fee will be subject to the requirements as to the Florida 720 statutes as amended from time to time. Notwithstanding the foregoing, a Trustee acquiring title to a patio home for the purposes of estate planning by the grantor of the patio home or spouses and children of a patio home owner acquiring title by inheritance, devise or gift, shall not be required to pay the transfer fee provided for herein.

ARTICLE IX

ARCHITECTURAL CONTROL

No residence, fence, wall or other structure shall be commenced, erected or maintained upon the common area or patio home property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location, and costs of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications are submitted to it, then approval shall be deemed granted and this article shall be deemed to have been fully complied with; provided the size and location of the residence, fence, wall or structure are not in violation of any other of the covenants and provisions of this Declaration. Further, the Board does not have the right to approve of plans that are in violation of any municipal or county ordinance and/or regulations and/or the Southern Standard Building Code. Further, should the

municipality, county, and/or the Southern Standard Building Code require as a condition precedent, approval of a municipality, county, and/or a regional commission, said approval shall be a condition precedent to submission to the Board. The Architectural Committee shall be a committee serving the community responsible to the Board of Directors of the Association for their final approval.

ARTICLE X

ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the patio home against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such patio home at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a patio home pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. The Board may suspend the voting rights and use of common property of a Member for nonpayment of any assessment. (This meets Florida Statute Chapter 617, see 3.A. Late Charge.)

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

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

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

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

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

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

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

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

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

ARTICLE XI

INSURANCE

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

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

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

(ii) Floor, wall, and ceiling coverings; and

(iii) Any increase in the value of a home as a result of special improvements, alterations and betterments not common to comparable homes.

(iv) Appliances in each patio home, such as dishwasher, washer, dryer, refrigerator, oven, range, and microwave;

- (v) Cabinets and countertops installed in each patio home;
- (vi) Personal property in the patio home;
- (vii) Electrical fixtures;
- (viii) Water heaters;
- (ix) Water filters;
- (x) Window treatments, including without limitation curtains, drapes, blinds, hardware, and similar window treatment components.
- (xi) Patio screen enclosures, including the screens and cage/frame; and main screen entrance door.
- (xii) Any improvements or alterations to original structure;

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

- (i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
- (ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;
- (iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;
- (iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;
- (v) Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location;
- (vi) A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns;
- (vii) Non-load-bearing interior walls; and
- (viii) Glass sliding doors;

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

- (i) Subrogation against the Association and against the home owners, individually and as a group;

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

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

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

(i) Any Insurance Trust Agreement will be recognized;

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

(iii) The named insured shall be the Association for the use and benefit of the patio home owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each home owner and each home owner's mortgage.

E. Patio Owner Casualty Insurance. Each patio owner must maintain insurance for the protection of the interior portions of the patio home and any other portion of the patio home not covered by the insurance obtained by the Association pursuant to this Section. Patio owners are also responsible for maintaining insurance for the protection of their personal property. The Association may request proof of insurance from patio owners in the form of certificates of insurance. Owner may be asked to provide proof of insurance to the Association or their representative with reasonable notice.

F. Miscellaneous. All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the Association, except that:

(i) A patio owner is responsible for the costs of repair or replacement of any portion of the property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by a patio owner, the members of his or her family, patio owner occupants, guests, or invitees, without compromise of the subrogation rights of the insurer.

(ii) The provisions of subparagraph (i) regarding the financial responsibility of a patio owner for the costs of repairing or replacing other portions of the property also apply to the costs of repair or replacement of personal property of other patio owners or the association, as well as other property, whether real or personal, which the patio owners are required to insure.

(iv) The Association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a patio owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

2. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances homes which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a patio home should be repaired or reconstructed, the Board of Directors, with approval of the oldest unsatisfied mortgagee having an effective lien thereon, shall make the determination to repair or reconstruct. The adjoining owners shall be bound by this determination. The affected patio home owner shall promptly pay the required deductible for the patio home owner's insurance and the Association shall promptly pay the required deductible for the Association's insurance. The patio home owner shall have his home repaired and rebuild substantially in accordance with the architectural plans and specifications of the patio home building. The Association shall have the right to specially assess all members of the Association if the Association's insurance proceeds are insufficient to repair or rebuild the portion of the affected patio homes insured by the Association, in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged homes to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board, and if the damaged property is a patio home building, by the owners of not less than seventy-five percent (75%) of such building. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all home owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other homes shall be assessed to such home owner.

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

their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

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

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

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

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

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

5. Flood Insurance. If any part of the common areas are in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any common area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

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

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

8. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a patio home or its appurtenances is misused or abandoned then the owner of such patio home is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.

9. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the patio home owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be

designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the patio home owners and their mortgagees in the following shares:

A. Share of Proceeds. An undivided share for each patio home owner, that share being the same as such home owner's undivided share in the Association Expenses.

B. Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a patio home, the share of the home owner shall be held in trust for the mortgagee and such owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any patio home shall be reconstructed or repaired, and unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the home owner and the mortgagee.

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

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

12. Association as Agent. The Association is irrevocably appointed agent for each patio home owner and for each mortgagee or other lienor of a patio home, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XII

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Association, or any individual may, but shall not be required to, seek enforcement of the Declaration. Any individual who seeks enforcement of the Declaration shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

ARTICLE XIII

AMENDMENTS

1. **Consent of Owners.** With the exception of Subsequent Amendments, which may be made at any time; after the Amendment Date, this Declaration may be amended with the affirmative vote or written consent by 60% of all patio home owners voting on any proposed amendment.

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

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

ARTICLE XIV

PARKING SPACES

1. **Assignment of Use.** The Association has the right to assign the use of particular parking spaces to a particular patio home at the time the home is originally acquired. The assignment of use shall be made by describing the particular parking spaces by reference thereto in a document entitled "Assignment of Use of Parking Space" which shall be delivered at the same time as the Special Warranty Deed to the patio home. The use of the parking space shall thereupon be appurtenant to said home and shall be deemed encumbered by and subject to any mortgage or any claim upon said home. Upon conveyance or passing of title to the patio home; the home owner making the conveyance of title shall execute a notice of transfer of such parking spaces to the Association.

2. **Use of Assigned Parking Spaces.** The assigned parking spaces are reserved for the exclusive use of owners, their family members, invitees, and guests. The remainder of the parking spaces shown on the plat of the general plan of development will be set aside for guest parking. All parking spaces shall be used in accordance with the rules and regulations as may be promulgated from time to time by the Board. All parking spaces shall be maintained and repaired as an Association expense.

3. **Transfer of Parking Spaces.** Every home shall have the use of at least two (2) parking spaces and no transfer shall be made which shall deprive any home of such use.

ARTICLE XV

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the dwellings in the general plan of development, the sale of patio homes shall be subject to the following provisions:

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

2. **Association Approval.** Upon receipt of a copy of the contract for sale, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser of the patio home to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser shall be required to execute a copy of the Rules and Regulations acknowledging that he takes title subject to and agrees to abide by the Rules and Regulations.

3. **Delinquent Patio Home Owners.** Notwithstanding the provisions above, in the event that a patio home owner is delinquent in paying any assessment, or the patio home owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration, the Association has the right to disapprove of any sale until any delinquent assessment is paid and/or until any violation of any provision of the Declaration is corrected.

ARTICLE XVI

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to the Homeowners Documents, notwithstanding any other provisions contained therein.

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

A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Common Areas or which affects any patio home on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

B. Delinquent Assessments. Any delinquency in the payment of assessments or charges owed by a patio home owner subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an owner of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

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

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

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

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

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

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

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

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

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage

upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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

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

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

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

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

ARTICLE XVII

TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all patio home owners, and upon the affirmative written consent of all institutional mortgagees holding mortgages encumbering patio homes.

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

A. Use of Patio Homes. That all patio homes shall continue to be used solely as a single family residence.

B. Common Areas. All common areas shall be owned and held in equal shares by the patio home owners as tenants in common, and each patio home owner shall remain obligated to pay his prorata share of expenses to continually maintain the common areas.

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

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

ARTICLE XVIII

MISCELLANEOUS

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

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

3. Pronoun. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

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

5. Homeowners Documents. The Association is required to make available to patio home owners and to lenders, holders, insurers or guarantors of any first mortgage, current

copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the general plan of development, or the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances.

6. Street Lighting. The Common Area street lighting will be obtained by the Developer from Florida Power & Light Company. The Developer shall secure, by a letter of credit or other acceptable financial assurance, the street lighting for a period of not more than one (1) year after the Transfer Date. The Association shall be responsible and liable for any financial assurances required by Florida Power & Light Company at the expiration of said period.

7. Cable Television. Each patio home shall be wired for connection to cable. Each patio home owner shall have the obligation to remit to the Association, a monthly charge for cable services, which charge shall be part of the assessments levied on the patio home. If the Association is or becomes a party to an agreement for single bill ("bulk") service, such bulk rate charges shall be an Association Expense to be included in the assessments levied on all patio homes.

This Amended and Restated Declaration of Covenants and Restrictions for Sun Terrace at the Lakes has been approved by the Board of Directors and the membership by vote sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 3 day of April 2020.

WITNESSES AS TO PRESIDENT:

SUN TERRACE AT THE LAKES
HOMEOWNERS ASSOCIATION, INC.

Edward J. Harty
Printed Name: Edward J. Harty

By: Vincent Lively
Vincent Lively, President

Mary Lala
Printed Name: MARY LALA

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3 day of April, 2020, by Vincent Lively, as President of Sun Terrace at the Lakes Homeowners Association, Inc. [x] who is personally known to me, [] who has produced identification [Type of Identification: Jessica Diaz]

Notarial Seal



Jessica Diaz
COMMISSION # 00288096
EXPIRES: Jan. 6, 2023
Bonded Thru Aaron Notary

Jessica Diaz
Notary Public

WITNESSES AS TO SECRETARY:

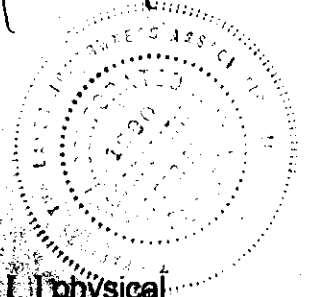
SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION, INC.

Edward J. Martel
Printed Name: Edward J. Martel

By: Judy Masa / Secretary
Judy Masa, Secretary

Mary Lala
Printed Name: MARY LALA

STATE OF FLORIDA
COUNTY OF ST. LUCIE



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of April, 2020, by Judy Masa, as Secretary of Sun Terrace at the Lakes Homeowners Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Notarial Seal



Jessica Diaz
COMMISSION # GG288698
EXPIRES: Jan. 6, 2023
Bonded Thru Aaron Notary

Jessica Diaz
Notary Public

EXHIBIT A

BEST COPY AVAILABLE

ALL OF THE PLAT OF THE LAKES AT ST. LUCIE WEST, PLAT 23,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK ~~22~~, PAGES
~~10, 10A-10C~~. PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "A"
PAGE 1 OF 1 PAGES

O. R. 715 PAGE 850
BOOK

EXHIBIT B

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE
SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION INC.
(A Florida Corporation Not-For-Profit)**

The purpose of the Amended and Restated Articles of Incorporation is to continue the purposes of these Articles of Incorporation as originally filed with the Department of State, Division of Corporations, on February 12, 1990.

**ARTICLE I
NAME**

1. Name. The name of this corporation is SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION, INC. ("Association"). The current address of the Association is 1210 NW Sun Terrace Circle, Port St. Lucie, Florida 34986. The address of the Association may be changed as determined by the Board of Directors from time to time.
2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for the Association, ("Declaration").

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is recorded and amended in the public records of St. Lucie County, Florida, including without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, and a homeowner's association pursuant to Florida 720 statutes as may be amended from time to time, which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of the Association.

2. Necessary Powers. The Association shall have all of the powers and duties as set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To make and collect assessments against Members to defray the costs and expenses of the Association property.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To own, maintain, repair, replace, operate and convey the property of the Association in accordance with the Declaration, and to maintain and operate the water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any.

D. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members, in the amounts required by the Declaration.

E. To dedicate or to transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%), of the Members, and approved by not less than seventy-five percent (75%), of the institutional mortgagees holding mortgages encumbering patio homes.

F. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.

G. To make and amend reasonable rules and regulations regarding the use of the properties in accordance with the requirements set forth in the By-Laws.

H. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership. Any such contract must allow for termination by either party without cause and without payment of a termination fee after no more than ninety (90) days written notice.

I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

J. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the properties as same may be promulgated, modified, or amended from time to time by the Association.

K. To pay taxes and assessments, which are liens against any part of the Association's property.

L. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association.

M. To enter any patio home at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property, but such right or authority shall not be exercised in an arbitrary or capricious manner.

N. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.

O. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

3. Funds and Title to Properties. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE IV
MEMBERS

1. **Members.** The members of the Association shall consist of all of the record owners of patio homes in Sun Terrace at The lakes.
2. **Change of Membership.** Change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a patio home at Sun Terrace at The Lakes, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated as of the date of execution of such instrument.
3. **Transfer of Membership.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of title of his patio home.
4. **Voting.** The owner of each patio home shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject however, to the terms and conditions of the Declaration.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
OFFICERS

1. **Officers.** The affairs of the Association shall be managed by a President, one (1), or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.
2. **Election of Officers.** The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director.

The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of the President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

Officers shall be elected by the Board at the first meeting of the Board following each annual meeting of the Members.

ARTICLE VII

BOARD OF DIRECTORS

1. **Directors.** The affairs of the Association will be managed by a Board consisting of five (5) Directors, unless otherwise determined by the Board of Directors, at a duly called meeting at least thirty (30) days prior to a scheduled election. Directors do not have to be members of the Association. If a dwelling unit is owned by a corporation, an officer of the corporation is eligible to serve on the Board of Directors. If a dwelling unit is owned by a partnership, a partner is eligible to serve on the Board of Directors. If a dwelling unit is owned by a limited liability company, a member of the limited liability corporation is eligible to serve on the Board of Directors. If a dwelling unit is owned by a trust, the trustee or beneficiary is eligible to serve on the Board of Directors
2. **Terms of Directors.** After the Transfer Date, members of the Board shall serve for a term of two (2) years. Thereafter, if there are five (5) directors, the terms of no more than three (3) Board members will end each year, if there are more than five (5) directors, the number of terms that will end in any given year will be determined by the Board of Directors.
3. **Election of Directors.** Directors of the Association shall be elected at the annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE VIII

INDEMNIFICATION

Every Director, Committee member, and officer of the Association (and the Directors, Committee members, and officers as a group), shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted), reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, Committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, Committee member, or

officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director, Committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, Committee member, or officer may be entitled whether by statute or common law.

ARTICLE IX BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee without the prior written consent of the Institutional Mortgagee so affected. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X AMENDMENTS

1. Amendments After Recording. After the recording of the Declaration amongst the public records of the County, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership), at which such proposed amendment is to be considered; and

B. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Members at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

2. Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text

underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article ___ for present text". Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

3. Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

These Second Amended and Restated Articles of Incorporation for Sun Terrace at the Lakes Homeowners Association, Inc. have been approved by the Board of Directors and the membership by vote sufficient for approval.

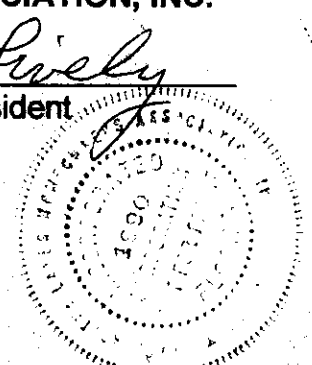
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 3 day of April 2020.

WITNESSES AS TO PRESIDENT:

SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION, INC.


Edward J. Hart
Printed Name: Edward J Hart
Mary Dale
Printed Name: MARY DALE

By: Vincent Lively
Vincent Lively, President



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3 day of April, 2020, by Vincent Lively, as President of Sun Terrace at the Lakes Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____]

Notarial Seal  **Jessica Diaz**
Notary Public # GG280698
Expires: Jan. 6, 2023
Succeeded Thru Aaron Notary

Jessica Diaz
Notary Public

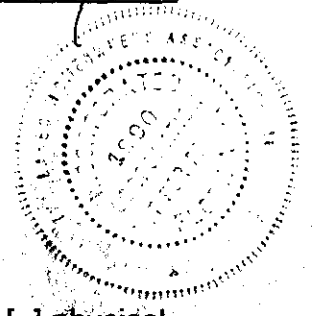
WITNESSES AS TO SECRETARY:

Edward J. Harty
Printed Name: Edward J. Harty

Mary Lala
Printed Name: MARY LALA

SUN TERRACE AT THE LAKES
HOMEOWNERS ASSOCIATION, INC.

By: *Judy Masa*
Judy Masa, Secretary



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3 day of April, 2020, by Judy Masa, as Secretary of Sun Terrace at the Lakes Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Jessica Diaz
COMMISSION # GG288888
EXPIRES: Jan. 6, 2023
Bonded Thru Aaron Notary

Jessica Diaz
Notary Public

EXHIBIT C

**AMENDED AND RESTATED
BY-LAWS
OF
SUN TERRACE AT THE LAKES
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1. **Name.** The name of the Association shall be Sun Terrace at The Lakes Homeowners Association, Inc. ("Association").
2. **Principal Office.** The principal office is located at 1210 NW Sun Terrace Circle in Port St. Lucie, Florida 34986. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
3. **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for Sun Terrace at The Lakes, ("Declaration"), unless the context shall prohibit.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES

1. **Membership.** The qualification of Members, the manner of their admission to membership, and the termination of such membership shall be as set forth in the Articles.
2. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Property or as convenient thereto as possible and practical.
3. **Annual Meetings.** Regular annual membership meetings shall be on a date and at a time set by the Board.
4. **Special Meetings.** Special meetings of the Membership shall be held at any place within the County, whenever called by the President or Vice President or by a majority of the Board. In addition, it shall be the duty of the President to call a special meeting upon a petition signed by the Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the

date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by email or mail to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall be signed by an officer of the Association. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

8. Voting. Each patio home shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any patio home is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section. In no event shall more than one vote be cast with respect to any one patio home. Except as otherwise provided in this Article, each Member who is designated and entitled to cast the vote for any patio home shall be named in a voting certificate signed by all Owners of such patio home and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such patio home is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the patio home is owned jointly by a husband and wife. If the patio home is owned jointly by a husband and wife, the provisions of subsection (D) below shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of title to, the patio home to which the voting certificate pertains.

Voting rights shall be established as follows:

A. In the event an Owner is one person, that person's right to vote shall be established by the recorded title to his patio home.

B. In the event a patio home is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their patio home.

C. In the event a patio home is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a patio home, such entity shall designate a partner, member, trustee, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the patio home. The voting certificate for such patio home shall be signed by any duly authorized partner member, trustee, officer, fiduciary, or employee of the entity.

D. Notwithstanding anything to the contrary contained in these Bylaws, in the event a patio home is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their patio home:

(i) The husband and wife may, but shall not be required to, designate one of them as the voting member;

(ii) In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their patio home, and if both persons are present at any regular or special meeting of the Members and

are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

(iii) In the event the husband and wife do not designate as the person entitled to cast the vote appurtenant to their patio home, and only one of them is present at any meeting, the member present may cast the vote to which their patio home is entitled, without establishing the concurrence of the absent member.

9. Proxies. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him, and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated in the proxy and any adjournments of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

10. Majority. As used in these By-Laws, the term "Majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by alternate, or by proxy of the Members representing 30% of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

12. Conduct of Meetings. The President, or his designated alternate, shall preside over all meetings of the Association, and the Secretary, or his designated alternate, shall keep the minutes of the meeting, record in a minute book all resolutions adopted at the meeting, and record all transactions occurring at the meeting. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken by written agreement in lieu of a meeting, provided written

notice of the matter or matters to be agreed upon is given to the Membership at the addresses and within the time periods set forth herein or duly waived in accordance herewith. The decision of the majority of the Membership (as evidenced by written response to be solicited in the notice) shall be binding on the Membership, provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

14. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by patio home, each Member who is designated to vote on behalf of such patio home.

15. Secret Ballot. At any time prior to a vote upon any matter at any meeting of Members, any Member may require that a vote be made by secret written ballot.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

1. Composition and Selection.

A. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Directors do not have to be members of the Association. If a dwelling unit is owned by a corporation, an officer of the corporation is eligible to serve on the Board of Directors. If a dwelling unit is owned by a partnership, a partner is eligible to serve on the Board of Directors. If a dwelling unit is owned by a limited liability company, a member of the limited liability company is eligible to serve on the Board of Directors. If a dwelling unit is owned by a trust, the trustee or beneficiary is eligible to serve on the Board of Directors. Except as provided in this Article, the Directors shall be members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

B. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided below. The initial Board shall consist of three (3) members as identified in the Articles. The Board shall determine the number of directorships for the succeeding year at the Board meeting prior to the annual Members' meeting.

2. Nomination of Directors. Any person eligible to serve on the Board of Directors may nominate himself or herself prior to each annual Members' meeting in accordance with the procedures adopted by the Board. Nominations shall not be

permitted from the floor. All nominees and candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes

3. Election and Term of Office. The provisions of the Articles setting forth the terms of the Directors service is incorporated herein by reference. The Directors shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

4. Removal of Directors and Vacancies. Refer to Florida 720 Statute. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

5. Meetings.

A. Organization Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver or a written consent to holding of the meeting. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

C. Special Meetings. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director, or by email. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least two days (2) before the time set for the meeting. Notices given by personal delivery, telephone, or by email shall be delivered, telephoned, or emailed at least twenty-four (24) hours before the time set for the meeting.

D. Waiver of Notice. The transactions of any meetings of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

E. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The notice provisions for the reconvened meeting shall be as determined by the Board.

F. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

G. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board, and all transactions and proceedings occurring at such meetings. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

H. Open Meetings. Except for actions taken without a formal meeting, all meetings of the Board shall be open to all Members. The President may limit the time any Member may speak. In the event a Member conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting

of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

I. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Any action taken under this provision must be disclosed at the next board meeting.

6. Powers and Duties. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members or the Membership generally.

The Board shall delegate to one of the Directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

A. Preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the Association Expenses;

B. Making assessments to defray the Association Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Member's proportionate share of the Association Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

C. Providing for the operation, care, upkeep, and maintenance of all of the Common Areas, and maintaining and operating the surface water management system as permitted by the south Florida Water Management District including all lakes, retention areas, culverts and related appurtenances, if any;

D. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and

the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

E. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

F. Making and amending Rules and Regulations;

G. Opening of bank accounts on behalf of the Association and designating the signatories required;

H. Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

I. Enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

K. Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

L. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

M. Making available to any prospective purchaser of a patio home, any Owner of a patio home, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any patio home, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations and all other books, records, and financial statements of the Association; and

N. Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

7. Management Agent.

A. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and

services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws, other than the powers set forth above.

B. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

8. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

A. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

B. Accounting and controls should conform to the federal income tax basis of accounting;

C. Cash accounts of the Association shall not be commingled with any other accounts;

D. No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

E. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

F. Commencing at the end of the month in which the first patio home is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) An income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) A statement reflecting all cash receipts and disbursements for the preceding period;

(iii) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) A balance sheet as of the last day of the preceding period; and

(v) A delinquency report listing all Owners who are delinquent in paying the quarterly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of the first month of each month unless otherwise determined by the Board of Directors).

9. The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas without the approval of the Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

10. Rights of the Association. In accordance with the Articles and By-Laws, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of a majority of all the Directors.

11. Enforcement. The Board shall have the power to impose reasonable fines and suspensions in accordance with Florida 720 statutes as amended from time to time, to enforce the Declaration By-Laws, or Rules, and Regulations which shall constitute a lien upon the property of the violating Owner. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

A. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IV

OFFICERS

1. **Officers.** Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers shall not receive compensation for their services. The compensations, if any, of all other employees of the Association shall be fixed by the Board. This provision shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for the management of the Association.

A. The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

B. The absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

C. The secretary shall cause to be kept the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

D. Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board. The Officers shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. At no time shall any agreements, contracts, deeds, leases, checks, or any other instruments, or copies thereof, of the Association be removed from either the management office or the Sun Terrace office on property, or other location approved by the Board.

ARTICLE V

COMMITTEES

1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board.

2. Covenants Committee. In addition to any other committees which may be established, the Board may appoint a Covenants Committee (CC) consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings pursuant to these By-Laws.

ARTICLE VI

MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

4. Books and Records.

A. Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place designated by the Board.

B. Rules of Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of documents requested.

C. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the patio home of such Member; or

B. If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this paragraph.

6. Amendments.

A. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of voting Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

B. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law ____ for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

C. No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by such Mortgagee, without their prior written consent.

7. Arbitration. Internal disputes arising from the operation of the Association among Owners, the Board, or their agents and assigns may be resolved by voluntary binding arbitration. Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

8. Captions and Headings. The captions and headings pertaining to the articles and sections of these By-laws are solely used for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these By-laws.

9. Severability. In the event any of the terms or provisions contained in these By-laws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these By-laws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these By-laws.

10. Number and Gender. Whenever used in these By-laws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

11. Governing Laws. The terms and provisions contained in these By-laws shall be construed in accordance with and governed by the laws of the State of Florida.

These Amended and Restated By-Laws for Sun Terrace at the Lakes Homeowners Association, Inc. have been approved by the Board of Directors and the membership by vote sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 3 day of April 2020.

WITNESSES AS TO PRESIDENT:

SUN TERRACE AT THE LAKES HOMEOWNERS ASSOCIATION, INC.

Edward J. Harty
Printed Name: EDWARD J. HARTY

By: Vincent Lively
Vincent Lively, President

Mary Lala
Printed Name: MARY LALA

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3 day of April, 2020, by **Vincent Lively**, as President of Sun Terrace at the Lakes Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____]

Notarial Seal

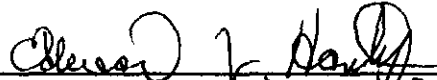


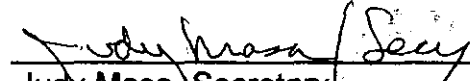
Jessica Diaz
COMMISSION # GG200000
EXPIRES: Jan. 6, 2023
Bonded Thru Aaron Notary

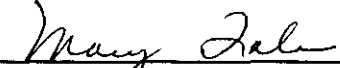
Jessica Diaz
Notary Public

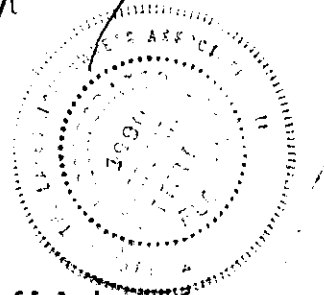
WITNESSES AS TO SECRETARY:

**SUN TERRACE AT THE LAKES
HOMEOWNERS ASSOCIATION, INC.**


Printed Name: Edward J. Narty

By: 
Judy Masa, Secretary


Printed Name: MARY LALA



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of April, 2020, by Judy Masa, as Secretary of Sun Terrace at the Lakes Homeowners Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Notarial Seal



Jessica Diaz
COMMISSION # GG200600
EXPIRES: Jan. 6, 2023
Bonded Thru Aaron Notary


Notary Public