

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQUIRE
700 N.W. 107 AVENUE
MIAMI, FLORIDA 33172

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ISLE OF LOMBARDY

COMES NOW, the Declarant, pursuant to the provisions of Article XV, Section 5 of the Declaration of Covenants, Restrictions and Easements for the Isle of Lombardy, as recorded in Official Records Book 850, at Page 504, of the Public Records of St. Lucie County, Florida and files this Amendment to Article XIV (Use Restrictions), Section 26 (Selling, Leasing and Mortgaging of Homes):

Article XIV, Section 26 (Selling, Leasing and Mortgaging of Homes) is hereby deleted in its entirety

IN WITNESS WHEREOF, the foregoing Amendment to the Neighborhood Declaration of Covenants, Restrictions and Easements was executed this 10th day of September, 1993.

Witnesses:

[Signature]
Print Name B. MARK BROWN
[Signature]
Print Name Theresa Hudson

DECLARANT:
LENNAR HOMES, INC.
BY: [Signature]
MARSHALL AMES, VICE PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of September, 1993, by Marshall Ames, as Vice President of Lennar Homes, Inc. He is personally known to me or has produced a driver's license as identification and did not take an oath.

[Signature]
Notary Public
Print Name: _____

Joanne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: **1279780** OR BOOK **0864** PAGE **2076**
Recorded: 10-18-93 11:52 A.M.

COPY
[Signature]
825 S.W. 8. Hwy One Ste 370
Jupiter, FL 33477

MARCIA A. SANDS
MY COMMISSION # CC 18984
EXPIRES: February 21, 1997
Renewed Upon Notary Public Examination

RETURN TO: KINGS ISLE
100 KINGS ISLE BLVD.
P.O. BOX 1000, ST. LUCIE, FL 34986
ATTN: THERESA

AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE ISLE OF LOMBARDY

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ISLE OF LOMBARDY, made this 18th day of August, 1994, by Lennar Homes, Inc., a Florida corporation, hereinafter referred to as "Developer":

WITNESSETH:

WHEREAS, Developer executed a Declaration of Covenants, Restrictions and Easements for the Isle of Lombardy which was recorded on the 14th day of July, 1993 in Official Records Book 0850 at Page 0504 of the Public Records of St. Lucie County, Florida ("Declaration"); and

WHEREAS, Article XV, Section 5 of said Declaration, provides for Amendment to the Declaration by the Developer as long as the Developer is a Class B Member; and

WHEREAS, Developer is the Class B member of the Association; and

WHEREAS, Developer desires to amend the Declaration by clarifying certain of the use restrictions found in Article XIV thereto.

NOW, THEREFORE, Developer does hereby declare the following:

1. Article XIV, Section 6 is hereby amended by deleting the second sentence in that Section and adding a new second sentence, so the Section will read in its entirety, as follows:

6. **PARKING.** The parking facilities shall be used in accordance with the regulations adopted by the Community Association. Owners automobiles shall be parked in their assigned parking spaces. All lawn maintenance vehicles shall park on the driveway of the Homesite and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation.

2. Article XIV, Section 26 is hereby deleted in its entirety.

3. Article XIV, Section 26 is hereby added to read as follows:

26. **LEASES.** No portion of a Home (other than an entire Home) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any grounds the Association elects. No lease shall be approved for a term of less than ninety days. Only two (2) leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. This Section 26 shall remain in force and effect for a period of five (5) years from the date Home Owners other than Developer elect a majority of the Board of Directors of the Association. Thereafter, this Section shall remain in effect until Home Owners owning not less than eighty (80%) percent of the voting interests represented at any meeting at which a quorum has been attained vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association, has

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1345402 OR BOOK 0916 PAGE 0546
Recorded: 08-22-94 09:43 A.M.

THIS INSTRUMENT PREPARED BY:
Morris J. Walsky, Esq.
Seven Hundred N.W. 107 Ave.
Miami, Florida 33172

the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after a tenant vacates the Home the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section 25 shall be handled in the same fashion as disputes concerning security deposits under Florida Statutes, Section 83.49. The Home Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

EXECUTED the day and year first above written.

WITNESSES:

BY: LENNAR HOMES, INC.

Beatrice S. Preblod

By: *M. E. Saleda*
M. E. SALEDA, Vice President

BEATRICE S. PREBLOD

Janet S. English
JANET S. ENGLISH

Attest: *M. J. Watsky*
MORRIS J. WATSKY
Assistant Secretary



STATE OF FLORIDA
COUNTY OF DADE

The foregoing Amendment to Declaration was acknowledged before me this 18th day of August, 1994 by M. E. SALEDA and MORRIS J. WATSKY, as Vice President and Assistant Secretary of Lennar Homes, Inc., a Florida corporation, on behalf of said corporation. They are personally known to me and did not take an oath.

Janet S. English
Notary Public, State of Florida



COPY

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JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1677893-GR-BOOK 1185 PAGE 1287
Recorded: 11-19-98 01:28 P.M.

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE ISLE OF LOMBARDY**

The Declaration of Covenants, Restrictions and Easements for the Isle of Lombardy has been recorded in the Public Records of St. Lucie County, Florida at Official Records Book 850, Page 504, et Seq. The Same Declaration is hereby amended as approved by 75% of the owners and 75% of the Board of Directors in September, 1997.

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1. Article I, §2 and §11, Article V, (1), Article VI §3 and §10 and Article IX of the Declaration of Covenants, Restrictions and Easements for The Isle of Lombardy are amended as follows:

ARTICLE I - DEFINITIONS

§2. "Assessments" shall mean the charge against each Owner and his Home, representing a portion of the total costs to the Association of owning, maintaining, improving, repairing, replacing, managing and operating the Common Areas, maintaining those portions of the Homes and Homesites as specifically authorized in this Declaration, and collection of Club charges and Community Association Assessments if requested to do so by Developer, Club Owner or the Community Association

§11. "Common Expenses" shall mean all expenses incurred and Assessments (and Special Assessments levied against each Owner and his Home within the Neighborhood) and the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to Managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas and grass cutting and edging of the lawns on each Homesite; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas; the cost of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Common Areas; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof, the cost of carrying

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out any maintenance responsibilities on the Homes or Homesites as authorized in this Declaration, and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

ARTICLE V - DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

- (1) To perform such maintenance on the Homes or Homesites as specifically authorized in this Declaration.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

§3. Purpose of Assessments. The Assessments levied by the Association shall be used for the benefit of the Common Areas, to cut and edge the lawns on each Homesite, to maintain any other landscaping not part of the Common Areas deemed necessary by the association, to repaint the exterior of the Homes, and to pay all costs incurred by the Association in the carrying out of its duties as set forth herein and in the Articles and By-Laws of the Association.

§10. Maintenance of Exterior of Owners Property. The Association shall be responsible for the major repainting of the exterior of all Homes. The owners shall be responsible for all other exterior maintenance of the Home. In the event an Owner of any Homesite in the Neighborhood shall fail to maintain the exterior of his Home or the Homesite, other than those portions of the Homesite to be maintained by the Association, in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Homesite and to repair, maintain and restore the Homesite and the exterior of the buildings and any other improvements erected thereon.

ARTICLE IX - MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all Common Areas (including, without limitation, paving, lighting and landscaping), repainting of the

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OR BOOK 1185 PAGE 1289

exterior of all Homes, and any other repairs or maintenance reasonably associated with a repainting project, and, at its option, may maintain or provide for the maintenance of other property as elsewhere provided herein.

CERTIFICATE OF AMENDMENT

1. The foregoing amendment to the Declaration of Covenants, Restrictions and Easements for The Isle of Lombardy was approved by 75% of the owners and 75% of the Board of Directors.

2. The adoption of these amendments appear upon the minutes of the September, 1997 meeting and is unrevoked.

3. All provisions of the Declaration of Covenants, Restrictions and Easements for The Isle of Lombardy shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 30 day of October, 1998.

WITNESSES:

ISLE OF LOMBARDY

Witness signature
Printed Name of Witness

By: Rita Margulies, Pres.
Rita Margulies, President

Witness signature
Printed Name of Witness

COPY

OR BOOK 1185 PAGE 1290

William L. Green

Witness signature

William L. Green

Printed Name of Witness

By Avonne Rosenthal

Avonne Rosenthal, Secretary

Katherine M. Bucklatter

Witness signature

Katherine M. Bucklatter

Printed Name of Witness

SEAL

COPY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 30 day of October, 1998, by Rita Margulies, President and Avonne Rosenthal, Secretary of The Isle of Lombardy, [] who are personally known to me or [] who have produced identification [Type of Identification: _____].

Linda Moutogannis
Signature

SEAL

OFFICIAL NOBARY SEAL
LINDA MOUTOGANNIS
NOBARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 000888
MY COMMISSION EXP. SEPT 24 2001

CERTIFICATE

The Isle of Lombardy by its duly authorized officers, hereby certifies that the amendment to the Declaration of Covenants, Restrictions and Easements of The Isle of Lombardy, a copy to which this is attached, was approved by 75% of the owners and 75% of the Board of Directors.

EXECUTED this 30 day of October, 1998.

WITNESSES:

THE ISLE OF LOMBARDY

William L. Green

Witness signature

William L. Green

Printed Name of Witness

By: Rita Margulies Pres.

Rita Margulies, President

Katherine M. Bucklatter

COPY

OR BOOK 1185 PAGE 1291

Witness signature

Katherine M. Buckhalter

Printed Name of Witness

Cecilia L. Weber

Witness signature

Cecilia L. Weber

Printed Name of Witness

By: Avonne Rosenthal

Avonne Rosenthal, Secretary

Katherine M. Buckhalter

Witness signature

Katherine M. Buckhalter

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 20 day of October 1998, by Rita Margulies, President and Avonne Rosenthal, Secretary of The Isle of Lombardy, who are personally known to me and who have produced identification [Type of Identification: _____].

SPECIAL NOTARY SEAL
LINDA MOUTOGANIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 00000000
MY COM. EXPIRES 07/24/99

SEAL

Linda Moutoganis
Signature

This Document Prepared By: Jane L. Cornett, Esquire, Wackeen, Cornett & Googe & Ross, P.A., Post Office Box 66, Stuart FL 34995

COPY

8-19-93

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQUIRE
700 N.W. 127 AVENUE
MIAMI, FLORIDA 33172

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ISLE OF LOMBARDY

COME NOW, the Declarant, pursuant to the provisions of Article XV Section 5 of the Declaration of Covenants, Restrictions and Easements for the Isle of Lombardy, as recorded in Official Records Book 850, at Page 504, of the Public Records of St. Lucie County, Florida and files this Amendment to Article XIV (Use Restrictions), Section 7 (Pets) as follows:

Article XIV, Section 7 is restated in its entirety as follows:

57. PETS. No animals, livestock or poultry of any kind shall be permitted within the Neighborhood except that normal fish tanks or two (2) domestic pets or animals (i.e. dogs or cats) not to exceed twenty-five (25) pounds each may be kept in each Home. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept outside of a Home unless someone is present in the Home. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Community. Any resident shall pick up and remove any solid animal waste deposited by his pet in the Community, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the Community. The Association may require any pet to be immediately and permanently removed from the Community due to a violation of this Use Restriction.

IN WITNESS WHEREOF, the foregoing Amendment to the Neighborhood Declaration of Covenants, Restrictions and Easements was executed this 10th day of August, 1993.

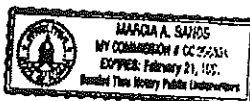
Witnesses:
Richard E. Shickman
Michelle E. Wilberson
Print Name
[Signature]
Print Name
Cynthia Cole

DECLARANT:
LENNAR HOMES, INC.
BY: [Signature]
MARK BERMAN, VICE PRESIDENT

STATE OF FLORIDA)
SS:)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of August, 1993, by Mark Berman, as Vice President of Lennar Homes, Inc. He is personally known to me or has produced a driver's license as identification and did not take an oath.

[Signature]
Notary Public
Print Name: MARCIA A. SANDS



JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1267869 OR BOOK 0855 PAGE 2125
Recorded: 08-19-93 03:26 P.M.

Richard E. Shickman & Michelle E. Wilberson

COPY

OR BOOK 1493 PAGE 292

ISLE OF LOMBARDY NEIGHBORHOOD ASSOCIATION, INC.
C/O BAYSHORE ASSOCIATION MANAGEMENT
806 SW BAYSHORY BLVD.
PORT ST. LUCIE, FLORIDA 34983

LIMITED PROXY VOTING
DECEMBER 10, 2002

Included with the mailing of the annual packet was a limited proxy. The limited proxy was for the purpose of changing Article III, Section 3 of the Isle of Lombardy by-laws

From: ARTICLE III §3. Annual Meeting of members. The first annual meeting of Members, subject to Section 2 above, shall be held on the date at the place and at the time, as determined by the Board of Directors, provided, however, that said meeting shall be held, to the extent possible, within thirteen (13) months after the closing on title to the first home within the Project. Thereafter, the annual meeting of the Association shall be held on the Anniversary date of the first annual meeting; provided, however, that should the Anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter that is not a legal holiday. At each annual...

To: ARTICLE III §3. Annual Meeting of members. The first annual meeting of Members, subject to Section 2 above, shall be held on the date at the place and at the time, as determined by the Board of Directors, provided, however, that said meeting shall be held, to the extent possible, within thirteen (13) months after the closing on title to the first home within the Project. Thereafter, the annual meeting of the Association shall be held on the Anniversary date of the first annual meeting. Thereafter, the annual meeting of the Association shall be held in the month of February. Provided, however, that should the Anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter that is not a legal holiday. At each annual...

Out of 112 members 87 members voted on the amendment change. The vote was 85 YES to 2 NO. Since the $\frac{2}{3}$ vote required by Florida Statutes was obtained, the Amendment change as stated above becomes a legal Amendment as of December 10, 2002. This Amendment will be recorded with the County for proper recording procedures.

Respectfully Submitted,

Bob Wall
President

1-06-2002

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2009674 OR BOOK 1493 PAGE 251
Recorded: 02/20/02 11:49

This Instrument Prepared by:
Bayshore Property Management
606 SW Bayshore Blvd.
Port St. Lucie, Florida 34983
(561) 871-0004

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ISLE OF LOMBARDY

THE UNDERSIGNED of ISLE OF LOMBARDY NEIGHBORHOOD ASSOCIATION, INC., c/o Bayshore Association Management, 606 SW Bayshore Boulevard, Port Saint Lucie, FL 34983 certifies that the By-laws for the Isle of Lombardy ("By-laws- Annual Meeting of Members") recorded in Official Records Book 850, at Page 539 of the Public Records of St. Lucie County, Florida has been amended as set forth in Exhibit "a" attached hereto. Written consent for the amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (1999).

Dated this 6 day of January 2002.

Witnessed by:
Cris De Vero
Print Name: Cris De Vero

By: *Bob Wall*
Bob Wall, President

Cindy de Jesus
Print Name: Cindy de Jesus

By: *Marie Demeropoulos*
Marie Demeropoulos, Secretary

STATE OF FLORIDA)
COUNTY OF SAINT LUCIE)

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 6 day of January, 2002 by Bob Wall and Marie Demeropoulos, the President and Secretary, respectively of ISLE OF LOMBARDY NEIGHBORHOOD ASSOCIATION, INC., who are personally known to me or have produced as identification and who did not take oath.

OFFICIAL NOTARY SEAL
LYNDA MOUTOGIANNIS
COMMISSION NUMBER
DD055088
MY COMMISSION EXPIRES
SEPT 24, 2006

Lynnda Moutogiannis
Print Name: _____
Notary Public, State of Florida
Serial Number: _____
My commission expires: _____