

2014

**EXHIBIT "A"**

**SEVENTH AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC.**

THIS SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC. was made this \_\_\_\_ day of June 2014 by RIVER OAKS AT TEN MILE CREEK, LLC., a Florida limited liability company ("DECLARANT").

**RECITALS**

**WHEREAS**, Declarant recorded that certain Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. in Official Records Book 2626, Page 710, Public Records of St. Lucie County, Florida (the "Original Declaration") under the terms of which Declarant subjected that certain property described in Exhibit "E" to the Declaration; and

**WHEREAS**, under Article Section 11.1 of the Original Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose prior to transition of Association control; and

**WHEREAS**, to date the Declarant has not transitioned control of the Association to non-developer members of the Association; and

**WHEREAS**, Declarant desires to amend the Original Declaration as provided in this Seventh Amendment to the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. as set forth hereinbelow.

**NOW, THEREFORE**, Declarant hereby amends Article 7.5 of the Original Declaration is amended to read as follows:

7.5 Leases.

A. Owners shall not lease, renew a lease or extend a lease of a Unit without the prior written approval of the Association which authority may be delegated to a committee or agent. No person may occupy a Lot as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors

B. Individuals or guests, other than owners and approved tenants, occupying a Unit for more than thirty (30) consecutive or non consecutive days shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration of guests.

C. Owners who acquire title to a Unit after the effective date of this amendment are prohibited from leasing the Unit during the first 12 months after acquiring title to the Unit. This

subsection shall not apply to the Association when acquiring title to a Unit through foreclosure or deed in lieu of foreclosure.

D. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 126 months, and no UNIT may be leased more than once two-times in any consecutive 12-month period, without the consent of the ASSOCIATION. If the lease is breached by the tenant and the tenant vacates the Unit prior to the end of the lease, then upon Association approval the Owner may be permitted to lease again during the 12 month period and approval may be withheld in the sole arbitrary discretion of the Association. Upon receipt of the proposed lease or leases and an application for approval of the lease on such application form as may be provided by the ASSOCIATION together with a reasonable application fee, the ASSOCIATION shall conduct a criminal background check of the proposed tenant and conduct such other review or investigation of the proposed tenant as it deems necessary. No lease or rental agreement shall permit a tenant to occupy a UNIT or maintain or harbor a pet within a UNIT unless the OWNER has received the written approval of the lease, tenant and pet from the ASSOCIATION. Any person occupying a UNIT in violation or disregard of this section is subject to eviction pursuant to Section 9.6.

E.1) If a tenant or occupant fails to abide by the Association Documents, the Owner shall be responsible for the conduct of the tenant or occupant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant or occupant. The Owner shall have the duty to bring his tenant's or occupant's conduct into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

2) If the Owner fails to bring the conduct of the tenant or occupant into compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take whatever action is necessary to abate the tenants' non compliance with the Association Documents or seek removal of the tenant from the Unit and the community in accordance with Section 9.6. and pursuant to Florida Statutes Chapter 83 in the name of the Association, or as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner or Interim Owner which shall be secured by a continuing lien in the same manner as assessment charges.

3). Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of a Lot, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants and their personal belongings by injunctive relief, eviction action or by any other means provided for in this Declaration.

This instrument prepared by and return to:  
Laurie G. Manoff, Esquire  
**DICKER, KRIVOK & STOLOFF, PA**  
1818 Australian Avenue-So., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Article 11.1 of the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. permits the Declarant to amend the Declaration without membership approval, and that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the Declarant as an Amendment to the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. The original Declaration is recorded in Official Records Book 2626, Page 710 of the Public Records of St. Lucie County, Florida.

DATED this 11<sup>th</sup> day of September, 2014.

Signed, sealed and delivered

JOHN CHERVENY

LEO HUSSEY

RIVER OAKS AT TEN MILE CREEK  
HOMEOWNERS ASSOCIATION, INC.

By: John Cherveny, President

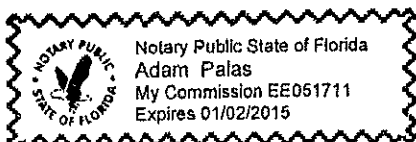
Attest: [Signature], Secretary



STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2014, by John Cherveny and Leo J. Hussey, as President and Secretary of River Oaks at Ten Mile Creek Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced Drivers license and Drivers license as identification and who did take an oath.

[SEAL]



[Signature]  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires: