

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTWOOD COUNTRY ESTATES

This Fifth Amendment is made to the Declaration of Covenants and Restrictions for WESTWOOD COUNTRY ESTATES, which was recorded in Official Records Book 873, Page 135, which Declaration was previously amended as referenced in instruments recorded in O.R. Book 987, page 2690(First Amendment); O.R. Book 1093, Page 1478(Second Amendment); O.R. Book 1306, Page 199(Third Amendment); O.R. Book 1396, page 1532 (Fourth Amendment);and O.R. Book 1435, Page 2338(re-recorded Fourth Amendment); all such records being recorded in Martin County, Florida,

Whereas, WESTWOOD COUNTRY ESTATES PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" is authorized to amend the said Declaration as provided in Article X thereof, and

Whereas, the Developer has sold all of the lots in the subdivision and the Class B membership has terminated, and

Whereas, a majority of the Board of Directors of the Association and at least two-thirds of all of the Class A members of the Association have voted to modify and amend the Declaration as set forth hereinbelow,

Now, therefore, the Association hereby makes and declares the following Fifth Amendment to the Declaration as follows:

Article I is hereby amended to add the following definition:

8. The term "the Board" shall mean and refer to the Board of Directors of Westwood Country Estates Property Owners Association, Inc

Article VI, ITEM C is hereby amended to read as follows:

C. RESIDENCE SPECIFICATIONS. No single-story dwelling shall be less than two thousand two hundred (2,200) square feet in living area, exclusive of porches, balconies and garages. No two (2)-story dwelling shall be less than two thousand four hundred (2,400) square feet in living area, exclusive of porches, balconies and garages. All dwellings shall have, at a minimum, a two (2) car attached garage. All dwellings shall have a clay tile, cement tile, or metal roof (minimum 26 gauge), except flat porch roofs. All driveways shall be cement or an up-grade such as concrete pavers or brick and shall be a minimum of twelve (12) feet in width. There shall be no flat roofs on any dwelling, except for porch roofs. No fence shall be erected on any lot streetward of the front of the dwelling building structure. No chain-link fences shall be permitted. There shall be no Board and Batten siding or T-111 (finished exterior plywood) utilized in the construction of any dwelling. A/C units, pool equipment and garbage containers located in a side yard must be screened from view with landscaping, walls, or fencing. In addition to these requirements, all construction on lots shall comply with the Martin County Land Development (Zoning) Code.

Article VI, ITEM E is hereby amended to read as follows:

E. LOT SPECIFICATIONS. All lots with dwellings shall be fully sodded with St. Augustine or Floritam or such other similar grass sod as may be approved by the Board and shall have an irrigation system to water all grass and planted landscaping. On lake front lots, sod shall extend to the edge of the lake. Natural existing vegetation may be utilized in landscaping, however, on lakefront lots the owner must keep the 20-foot lakefront easement adjacent to the owner's lot free of underbrush. The owner of a lakefront lot may petition the Board for written permission to retain existing trees within the 20-foot lakefront easement adjacent to the lot owner's lot, and may from time to time request permission to plant additional trees within said easement area, which permission the Board shall have the authority to grant, provided however, in no event shall such trees be permitted to over hang the edge of the lake (except in time of flooding). All lots, including undeveloped lots (i.e., lots with no dwellings), shall be kept mowed by the Owner. Owner shall

mow up to the edge of the lake, if any, and road adjacent to Owner's property. If a lot becomes unsightly and the Owner, after notification, fails to mow the lot as required herein, then the Association may do so and bill the Owner for the cost, which shall be added to the assessment owed by the Owner to the Association, as set forth in Article VIII, below.

Article VI, ITEM G is hereby amended to read as follows:

G. WELL AND SEPTIC TANK REQUIREMENTS. All wells shall be installed in rear yards. The location of all septic tanks, drainfields and wells shall, prior to construction, be approved by the Board and the Martin County Health Department.

Article VI is hereby amended to add the following provisions:

J. ENTRANCE RIGHT OF WAY. Notwithstanding anything in Section E of this Article to the contrary, with respect to the right of way for Canoe Creek Terrace adjacent only to Lots 13 and 52 of the subdivision, the Association shall provide grass sod, trees, and a sprinkler system within the said right of way, for the purpose of beautifying the entrance to the subdivision. The Association shall maintain the lawn and landscaping within the said right of way, except that after such time as a certificate of occupancy is issued for Lot 13 and/or Lot 52, the owner(s) of said lots shall be responsible for mowing the grass within the right of way. This provision is specifically made contingent upon the Association receiving a permit or such other approval from Martin County as may be required in order for the Association to landscape the said right of way.

K. Trees and Shrubs. Within 30 days of the issuance of a certificate of occupancy for a new residence the Owner shall be required to landscape the Lot with trees and shrubs as required herein. Installation shall conform to the landscape plan approved by the Board. In addition to other landscaping requirements set forth in the Declaration of Covenants and Restrictions for Westwood Country Estates, the Owner shall plant in front and side yards (visible from a street within Westwood Country Estates) no less than either 1) eight trees of twelve feet in height or greater and \$1,000 worth of shrubs, or 2) six trees of twelve feet in height or greater and \$1,500 worth of shrubs. The dollar amounts set forth herein shall be adjusted from time to time by the Board to account for inflation or deflation of the dollar in order to approximate the purchasing power existing as of the effective date of this amendment. Exceptions for lots with 85 feet or less road frontage may be made by the Board, if the Board determines the lot has insufficient land area available for planting the required minimum number of trees. The Board shall also have the power to give credit for retention of existing native trees of at least twelve feet in height and no less than two inches in trunk diameter; however, no more than four of the required trees may be offset by such credit for existing trees. All landscaping required under the said covenants and restrictions must be properly maintained and in the event such vegetation dies it must be replaced in a manner which is at least substantially equivalent to the minimum requirements set forth herein. Nothing herein shall be deemed to restrict Owners from planting additional trees and shrubs beyond the minimum requirements in yards, including backyards; however no planting may be done in easement preservation areas without written authorization from the Board, which may also require approval from Martin County in accordance with the Preservation Area Management Plan for the subdivision.

H. Building and Landscape review. At least fifteen (15) days prior to the commencement of construction of any improvements on any lot, the owner or the owner's contractor shall submit to the Board of Directors of the Association (the "Board") detailed building and landscape plans for review by the Board to ensure compliance with the Declaration of Covenants and Restrictions for WESTWOOD and to further ensure compatibility with the building and landscape standards of WESTWOOD as adopted by the Association. The landscape plan must be prepared by a Landscape Architect, a Landscape Designer, or other landscape professional and must specify type, location and size of all installed plantings. A list of preferred plantings is attached hereto as "Attachment 1." The Board, acting on behalf of the Association shall have fifteen (15) days after receipt to review the building and landscape plans and approve or disapprove the same. If any plan or portion thereof is disapproved the planned improvement shall not be constructed until modified and approved by the Board .

L. Exterior Colors. The exterior colors of dwellings and other improvements shall be restricted to the colors shown in a sample book of color selections adopted by the Board, which will

be available for review by the Owner(s) prior to the painting of the home. If vinyl, aluminum, or brick is selected for the exterior of the home, a color sample of the actual material must be submitted to the Board for approval. The colors set forth in the sample book are not intended to be exclusive. Any colors which an Owner may wish to use which is NOT included in the sample book must be submitted for Board approval. All such submissions which reasonably reflect a harmonious relationship to existing homes and/or the sample book will be approved. Existing home exterior colors will be permitted to be maintained ("grandfathered"); however, if the Owner(s) chooses to alter the current color scheme, then in that event the provisions of this restrictive covenant shall apply.

M. Lot Clearing. Any debris cleared from a lot must be removed within one week or sooner. This includes any trees, shrubs, or grasses which have been removed or detached from the ground.

N. Construction Site/Completion of Construction. At all times during construction of improvements on a lot, any building materials discarded during construction must be contained in accordance with Martin County regulations. Construction of improvements on a lot must be completed within one year from the date the building permit is issued. Under special circumstances the Board may grant an extension of the time for completion. In the event construction is not completed within the required time for completion set forth herein, including extensions granted, if any, then in that event all such improvements shall be removed at the owner's expense.

Article VIII, Section D is hereby amended to read as follows:

D. Commercial Vehicles, Mobile Homes, Boats, Campers and Trailers. No truck in excess of a manufacturer's "one-ton" truck, nor any commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours upon any Lot unless the same is temporarily present and necessary in the actual construction or repair of buildings on any Lot. No prohibited vehicle shall be parked overnight and no boats, boat trailers, or trailers of any kind, or campers or mobile homes shall be permitted to park on or near any Lot or Common Area at any time, unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or residence, either permanently or temporarily.

Except as specifically amended in this Fifth Amendment to the Declaration of Covenants and Restrictions for Westwood Country Estates, the said Declaration and subsequent amendments thereto shall remain unchanged and are hereby ratified and confirmed as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 3 day of November, 2000.

Signed, Sealed and Delivered in the presence of:

Association:
WESTWOOD COUNTRY ESTATES
PROPERTY OWNERS ASSOCIATION,
INC., a Florida corporation

Rochella L. Riordan
Name: Rochella L. Riordan

By: Richard Giuffreda
Richard Giuffreda, President

Marta Polanco
Name: MARTA POLANCO

Rochella L. Riordan
Name: Rochella L. Riordan

By: John P. Rogers
John P. Rogers, Secretary

Marta Polanco
Name: MARTA POLANCO

The foregoing instrument was acknowledged before me this 3 day of November 2000 by RICHARD GIUFFREDA, as Present of Westwood Country Estates Property Owners Association, Inc., a Florida corporation, on behalf of the corporation (Please check one the following:) who is personally known to me OR who has produced _____ as identification.

(SEAL)

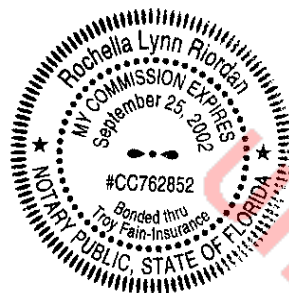


STATE OF FLORIDA
COUNTY OF MARTIN

Rochella Lynn Riordan
Print Name: Rochella Lynn Riordan
NOTARY PUBLIC, State of Florida
Commission Number:
My Commission Expires

The foregoing instrument was acknowledged before me this 3 day of November 2000 by John P. Rogers as Secretary of Westwood Country Estates Property Owners Association, Inc., a Florida corporation, on behalf of the corporation (Please check one the following:) who is personally known to me OR who has produced _____ as identification.

(SEAL)



Official Copy

Rochella Lynn Riordan
Print Name: Rochella Lynn Riordan
NOTARY PUBLIC, State of Florida
Commission Number:
My Commission Expires