

MARINA STULLER
CLERK OF CIRCUIT COURT
MARTIN COUNTY, FL

01434500

RECORDED & VERIFIED
BY D.C.

00 MAY 16 AM 10:53

**AMENDMENTS
TO THE
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR PINECREST LAKES
PHASES I, II, III, IV, V, VI, VII, VIII and IX**

The Amended and Restated Declaration of Protective Covenants for Pinecrest Lakes Phases I, II, III, IV, V, VI, VII, VIII and IX have been recorded in the public records of Martin County, Florida at Official Records Book 1031, Page 1906, et.seq. The same Amended and Restated Declaration of Protective Covenants is amended as approved by the membership by vote sufficient for approval at the Annual Members' Meeting held on April 26, 2000.

1. Articles III, IV and V are amended as follows:

**ARTICLE III
COVENANT FOR ASSESSMENTS**

SECTION 1. PURPOSE OF ASSESSMENT. The assessments levied by the ASSOCIATION shall be used for the purpose of promoting the health, safety and welfare of all members of Pinecrest Lakes Homeowners Association, Inc., including the cost of maintaining common areas, charges for cable television services and all costs reasonably associated with carrying out the powers and duties of the ASSOCIATION.

(The balance of Article III remains unchanged)

**ARTICLE IV
USE RESTRICTIONS**

SECTION 2. LAKES.

C. The lakes located within Phase II (including all waterways and lake lying east of Warner Creek [Lots 85, 86, 87, 103 and 104], III, IV, VI, VIII, of Pinecrest Lakes shall be for the exclusive use and enjoyment of those lots and lands which abut the lake. Lake maintenance required to ensure their proper functioning as storm water retention ponds shall be the obligation of the Association. All other maintenance and supervision of said lake shall be the exclusive right and obligation of the owners who abut the lake. If they fail to maintain the lake properly, ASSOCIATION may maintain the lake and levy a special assessment on the owners who abut the lake. The collection and lien rights shall be the same as set forth in Article III.

Record and Return to:
Cornett, Gooze, Ross & Earle, P.A., PO Box 66, Stuart, Florida 34995

ORBK 1461 PGO 226

SECTION 5. PROHIBITED PARKING. All motor vehicles shall be parked in driveways, garages or screened from view. Overnight or extended parking in medians, swales, lawns or in the street is prohibited.

No house trailers, motor homes, recreational vehicles, boats, trailers of any nature, trucks exceeding one quarter ton and/or having an open bed, or commercial vehicles, shall be parked on any lot in Pinecrest Lakes unless completely screened from view, excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Pinecrest Lakes.

For purposes of this section, a commercial vehicle shall be defined as any vehicle that is clearly related to or connected with trade and traffic or commerce in general, whether or not such vehicle displays any writing, advertisement or signage.

SECTION 10. GARBAGE, TRASH AND CLOTHESLINES. Garbage cans, air conditioners and heaters or other auxiliary equipment shall be completely screened from view. All trash and garbage must be placed at the collection site no earlier than twelve (12) hours before collection and must be removed within twelve (12) hours after collection. Garbage must be in ridged, closed containers.

Clotheslines shall not be permitted unless completely screened from view on all sides.

(The balance of Article IV remains unchanged)

ARTICLE V BUILDING AND LANDSCAPING PLANS

SECTION 14. MAILBOX. At such time as a mailbox is installed on any lot, it shall be placed on a post measuring 4" x 4" with an arm measuring 4" by 4" to hold the mailbox. The mailbox may be made of metal or plastic and must conform to the design which has become standard in all phases of Pinecrest Lakes.

SECTION 21. REMEDIES FOR VIOLATIONS. In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through, or under ASSOCIATION or by virtue of any judicial proceedings ASSOCIATION and/or the Owner of lots in Pinecrest Lakes or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for money damages. In such event, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. Failure to enforce any right, reservation, restriction or condition contained herein, however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants and restrictions herein contained shall in no way affect any of the other covenants and restrictions; they shall remain in full force and effect. Additionally, the Board of Directors shall have the authority to levy reasonable fines for the violations of the provisions of this Declaration in accordance with Florida Statute Section 617.305(1997) as amended from time to time. Any

fine not paid within thirty (30) days from the date that it is levied shall be considered a charge on the land and a continuing lien against the property and shall be enforceable by the Association in the same manner as an assessment, pursuant to Article III, Section 6 of this Amended and Restated Declaration of Protective Covenants.

(The balance of Article V remains unchanged)

2. The foregoing amendments to the Declaration of Protective Covenants were adopted as approved by the membership by vote sufficient for approval at the annual meeting held on April 26, 2000.

3. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Protective Covenants for Pinecrest Lakes are herein confirmed and 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 and Secretary and its corporate seal affixed this 11 day of May, 2000.

WITNESSES:

PINECREST LAKES & PARKS, INC.

[Signature]
Witness #1 Signature

By: [Signature]
Ross Povey, Its President

TERI LYNN QUINN
Witness #1 Name Printed

[Signature]
Witness #2 Signature

JUDITH S. VOELBEL
Witness #2 Name Printed

[Signature]
Witness #1 Signature

By: [Signature]
Ronald Westberg, Its Secretary

TERI LYNN QUINN
Witness #1 Name Printed

[Signature]
Witness #2 Signature

DAWN MICHELLE CARTER
Witness #2 Name Printed

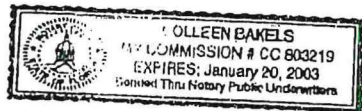
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11TH day of MAY, 2000, by Ross Povey as President of Pinecrest Lakes & Parks, Inc. [] who is personally known to me, or [☒] who produced FLDL as identification.

Notarial Seal

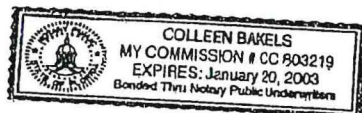


Colleen Bakels
NOTARY PUBLIC
Printed Name: Colleen BAKELS
Commission Expires: 1-20-2003

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11TH day of MAY, 2000, by Ronald Westberg as Secretary of Pinecrest Lakes & Parks, Inc. [] who is personally known to me, or [☒] who produced FLDL as identification.

Notarial Seal



Colleen Bakels
NOTARY PUBLIC
Printed Name: Colleen BAKELS
Commission Expires: 1-20-2003

CERTIFICATE

PINECREST LAKES & PARKS, INC. by its duly authorized officers, hereby certifies that the Amendments to the Amended and Restated Declaration of Protective Covenants, a copy of which is attached hereto, was duly and regularly adopted and passed by vote sufficient for approval by the membership at Annual Members Meeting held on April 26, 2000.

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 this 17th day of May, 2000.

WITNESSES:

PINECREST LAKES & PARKS, INC.

[Signature]
Witness #1 Signature

Terryann Quinn
Witness #1 Name Printed

Judith A. Voelbel
Witness #2 Signature

Judith S. Voelbel
Witness #2 Name Printed

[Signature]
Witness #1 Signature

Terryann Quinn
Witness #1 Name Printed

Dawn Michelle Carlson
Witness #2 Signature

Dawn Michelle Carlson
Witness #2 Name Printed

By: [Signature]
Ross Povey, Its President

By: [Signature]
Ronald Westberg, Its Secretary

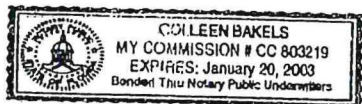
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11TH day of MAY, 2000, by Ross Povey as President of Pinecrest Lakes & Parks, Inc. [] who is personally known to me, or [☒] who produced FLDL as identification.

Notarial Seal

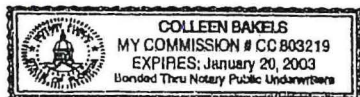


Colleen Bakels
NOTARY PUBLIC
Printed Name: COLLEEN BAKELS
Commission Expires: JAN 20, 2003

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11TH day of MAY, 2000, by Ronald Westberg as Secretary of Pinecrest Lakes & Parks, Inc. [] who is personally known to me, or [☒] who produced FLDL as identification.

Notarial Seal



Colleen Bakels
NOTARY PUBLIC
Printed Name: COLLEEN BAKELS
Commission Expires: JAN 20, 2003

Record and Return to:

CORNETT, GOOGE, ROSS & EARLE, P.A.
P.O. Box 66
Stuart, Florida 34995

OR BK 1 4 3 1 PGO 2 3 1