

INSTR # 1451259
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MARSHA STILLER
MARTIN COUNTY Florida
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**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, VII, VIII and IX have been recorded in the public records of Martin County, Florida at Official Records Book 1031, Page 1906, et.seq., and amended at Official Records Book 1481, Page 0226, et.seq. The same Amended and Restated Declaration of Protective Covenants is amended as approved by the membership by vote sufficient for approval at a Special Members Meeting held on August 15, 2000.

1. Article III and Article V are hereby 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 (as more particularly described below) and all costs reasonably associated with carrying out the powers and duties of the ASSOCIATION.

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

If the Association enters into a contract for the provision of bulk cable television service to its residents, the total cost of the contract shall be assessed against those Lots/Owners utilizing the bulk cable service, and such assessment shall be billed and collected annually. Lot Owners may choose not to receive bulk cable television service by providing the Association with written confirmation that they do not wish to receive bulk cable television service on or before August 20, 2000. Lot Owners who choose not to receive bulk cable television service shall be exempt from the assessment for bulk cable television charges. Provided however, that should the Lot Owners or occupants of the Lots that choose not to receive bulk cable television service subscribe to cable television service at any time in the future, or should title to these Lots be transferred at any time in the future for any reason, then such Lot shall become responsible for a proportionate share of the cost of bulk cable television service.

The assessment for bulk cable television service shall be enforceable by the Association in the same manner as the annual assessment, pursuant to Article III, Section 6 of the Amended and Restated Declaration of Protective Covenants.

(The balance of Article III remains unchanged)

ARTICLE V BUILDING AND LANDSCAPING PLANS

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. Provided however that the maximum fine for a continuing violation shall not exceed \$150.00. 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 Amended and Restated Declaration of Protective Covenants of Pinecrest Lakes & Parks, Inc. were adopted by the membership by a vote sufficient for approval at a Special Members' Meeting held on August 15, 2000.

3. The adoption of these amendments appear upon the minutes of said meeting and are unrevoked.

4. All provisions of the Amended and Restated Declaration of Protective Covenants for Pinecrest Lakes & Parks, Inc. 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, its Secretary and its corporate seal affixed this 18 day of August, 2000.

WITNESSES:

PINECREST LAKES & PARKS, INC.

Melanie K. McManus
Witness #1 Signature

By: [Signature]
Ross Povey, Its President

Melanie K. McManus
Printed Name of Witness

Judith S. Voelbel
Witness #2 Signature

Judith S. Voelbel
Printed Name of Witness

Melanie K. McManus
Witness #1 Signature

By: Ronald Westberg
Ronald Westberg, Its Secretary

Melanie K. McManus
Printed Name of Witness

Judith S. Voelbel
Witness #2 Signature

Judith S. Voelbel
Printed Name of Witness

CORPORATE
SEAL

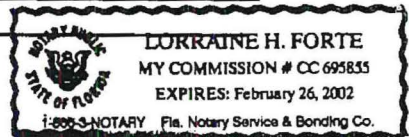


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 18 day of August, 2000, by Ross Povey, as President of Pinecrest Lakes & Parks, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Lorraine H. Forte
Notary Public
Printed Name: _____
Commission Expires: _____



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 18 day of August, 2000 by Ronald Westberg, as Secretary of Pinecrest Lakes & Parks, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal

Lorraine H. Forte
Notary Public
Printed Name: _____
Commission Expires: _____



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 to which this is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the membership at a Special Members' Meeting held on August 15, 2000.

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 18 day of August, 2000.

WITNESSES:

PINECREST LAKES & PARKS, INC.

Melanie K. McManus
Witness #1 Signature

By: Ross Povey
Ross Povey, Its President

Melanie K. McManus
Printed Name of Witness

Judith S. Voelbel
Witness #2 Signature

Judith S. Voelbel
Printed Name of Witness

Melanie K. McManus
Witness #1 Signature

By: Ronald Westberg
Ronald Westberg, Its Secretary

Melanie K. McManus
Printed Name of Witness

Judith S. Voelbel
Witness #2 Signature

Judith S. Voelbel
Printed Name of Witness

**CORPORATE
SEAL**

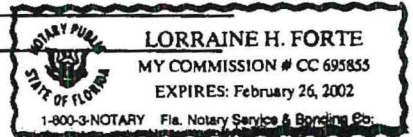


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