

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TORTOISE CAY AT ST. LUCIE WEST
(n/k/a THE VINEYARDS AT ST. LUCIE WEST)**

The Declaration of Covenants, Conditions and Restrictions for Tortoise Cay at St. Lucie West, n/k/a The Vineyards at St. Lucie West, has been recorded in the public records of St. Lucie County, Florida at Official Records Book 1349, Page 916 et. seq., and amended at Official Records Book 3237, Page 727. The same Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by the Membership by written consent of at least seventy-five percent (75 %) of the Members.

1. Article IV is amended to read as follows:

**Article IV
Maintenance**

Section 1. Association's Responsibility.

The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all roads within the Property, the wall and wall easements, the private drainage easements, the open space tracts, and all landscaping and other flora, structures, and improvements situated upon such areas.

The Association shall maintain the landscaping, lawns and irrigation system on each Lot. Such maintenance shall include periodic mowing; pruning of shrubs and hedges; tree trimming; and irrigation system adjustments and repairs. Such maintenance shall not include the replacement of lawn materials, landscape materials or irrigation system parts. Such replacements, as necessary, shall be the responsibility of the Owner.

The Association may maintain other property which it does not own, including without limitation, property dedicated to the public, or to the Community Development District, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The cost of the maintenance, repair and replacement responsibilities set forth in this Section 1 shall be assessed against all Owners equally as a Common Expense.

Section 2. Except for those areas maintained by the Association as provided above, each Owner shall maintain his or her Lot and all Improvements thereto in a manner consistent with the Community-Wide Standard and all applicable covenants. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with Article IX, Section 3, of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

(The balance of Article IV remains unchanged)

2. The foregoing amendment to the Declaration of Covenants, Conditions and Restrictions for Tortoise Cay at St. Lucie West, n/k/a The Vineyards at St. Lucie West, was approved by written consent of at least seventy-five percent (75%) of the Members.

3. All provisions of the Declaration of Covenants, Conditions and Restrictions for Tortoise Cay at St. Lucie West, n/k/a The Vineyards at St. Lucie West, 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 19 day of January, 2015.

WITNESSES AS TO PRESIDENT:



Printed Name: Gail Logan



Printed Name: Caroline M. Knudsen

THE VINEYARDS AT ST. LUCIE
WEST RESIDENTS' ASSOCIATION,
INC.

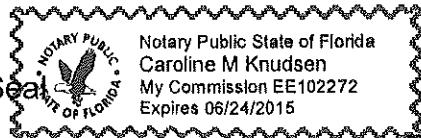
By:

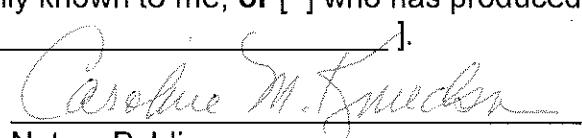

John Parma, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on Jan 19, 2015, by John Parma, as President of The Vineyards at St. Lucie West Residents' Association, Inc. who is personally known to me, or who has produced identification [Type of Identification:].

Notarial Seal




Caroline M. Knudsen
Notary Public

WITNESSES AS TO SECRETARY:

Gay Logan
dated 11/18/01

Printed Name: GAIL LOGAN

Apache Leader

Printed Name: ATROCINE KARISSEN

STATE OF FLORIDA
COUNTY OF St. Lucie

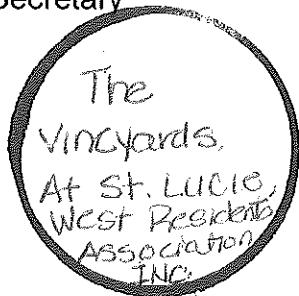
The foregoing instrument was acknowledged before me on Jan 19, 2015, by Linda Victor, as Secretary of The Vineyards at St. Lucie West Residents' Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

THE VINEYARDS AT ST. LUCIE
WEST RESIDENTS' ASSOCIATION,
INC.

INC.
By: Linda Victor

LINDA VICTOR Secretary

**CORPORATE
SEAL**



Notarial Seal

Notary Public

Record and Return to:

ROSS EARLE & BONAN, P.A.
Post Office Box 2401
Stuart, FL 34995

