

THIS DOCUMENT PREPARED BY
AND RETURN TO:
BRIAN S. HESS
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

ON BEHALF OF:
Town Homes of Paradise Park Owners Association, Inc.
P.O. Box 033871
Indialantic, FL 32903

_____ the space above this line is reserved for recording purposes _____

CERTIFICATE OF AMENDMENT TO REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TOWN HOMES OF PARADISE PARK OWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in Official Records Book 6576, Page 2764, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 8th day of May, 2020 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article VIII, Section 3 of the Declaration, as amended, by the affirmative vote of not less than two-thirds (2/3) of Lot Owners who are voting in person or by proxy at a meeting of the members. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 23 day of MAY, 2020.

Signed, sealed and delivered
in the presence of:

M Bennett
(Sign - Witness 1)
Miranda Bennett
(Print - Witness 1)

Barbara B Kelly
(Sign - Witness 2)
Barbara B Kelly
(Print - Witness 2)

Barbara B Kelly
(Sign - Witness 1)
Barbara B Kelly
(Print - Witness 1)

M Bennett
(Sign - Witness 2)
Miranda Bennett
(Print - Witness 2)

Town Homes of Paradise Park Owners
Association, Inc.

By: Wanda Cordelli
(Sign)
WANDA CORDERLI
(Print)

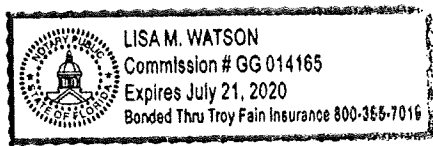
President, Town Homes of Paradise Park
Owners Association, Inc.

Attest: Donald R Trafton
(Sign)
DONALD R. TRAFTEEN
(Print)

Secretary, Town Homes of Paradise Park
Owners Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 23 day of May, 2020, by
Wanda Cordelli (Name), as President, and Donald Trafton
as Secretary of Town Homes of Paradise Park Owners Association, Inc., a Florida not for profit
corporation, on behalf of the corporation. He/she is personally known to me or has
produced FL Driver License as identification.



Lisa M. Watson
Sign
Lisa M. Watson
Print
Notary
Title/Rank
GG014165
Serial number, if any

AMENDMENT TO REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The following amendment(s) is/are made to Article II, Sections 1, 1(c) and 3; Article IV, Sections 1, 3(a), 3(b), 3(c), 4, 8, and 9; Article V; Article VI, Sections 1, 3, 4, 6, 9, 10, and 11; Article VIII, Section 1 and by the addition of new Sections 4 and 5 to Article VIII of the REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in Official Records Book 6576, Page 2764, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

...

- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless approved upon the affirmative vote of not less than two-thirds (2/3) of the total votes of the members of the Association whose members holding such interests are voting in person or by proxy at a meeting at which a quorum has been attained (e.g., once a quorum has been obtained at a meeting of the Members of the Association, two-thirds (2/3) of those voting interests attending the meeting in person or by proxy may amend this Declaration). Alternatively, such dedication or transfer shall be effective if an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of one automobile parking space, together with the right of ingress and ~~ingress~~ egress in and upon said parking area. The Association shall permanently assign one parking space for each dwelling.

...

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, except as in accordance with Florida law, specifically including, but not limited to, Florida Statutes Section 720.3085, as amended from time to time. ~~The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.~~

...

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Four Hundred, Twenty Dollars (\$420.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 510% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 510% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and any changes to the prior year's anticipated annual assessment shall be communicated to the Lot Owners at least thirty (30) days in advance of the effective date thereof.

Section 4. Special Assessment for Capital Improvements and Insurance.

(a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto. Additionally, the Association may make special assessments for common expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors, as stated in the notice of any

~~special assessments for common expenses.~~ However, any such special assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

...

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within ~~thirty (30)~~ fifteen (15) days after the due date shall bear interest from the due date at the maximum rate of ~~six percent (6%) per annum~~ interest allowed by law, as well as late fees in the highest amount allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The continuing lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to no other recorded mortgages or liens which have not already been recorded in the Public Records of Brevard County, Florida, prior to the date this Amendment is recorded and becomes effective. The continuing lien of the Association for any assessments is subordinate to such first mortgages or previously recorded mortgages subject to the provisions of Fla. Stat. Section 720.3085, as may be amended, provided said mortgagee properly names the Association in any action to foreclose the subject mortgage. Any monetary obligations, including assessments, not collected as a result of the foreclosure of such a mortgagee as noted above taking title to a Lot following a foreclosure of its first mortgage or previously recorded mortgage or by acceptance of a deed in lieu of foreclosure pursuant to the provisions of Chapter 720, Fla. Stat., as same may be amended, shall be deemed a common expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. The title of any other party taking title to a Lot at the foreclosure sale of such a mortgage or other lien aside from that for unpaid real estate taxes shall be subject to in rem liability for the payment of all monetary obligations due and owing on said Lot at the time of the foreclosure sale or conveyance, including any assessments, as well as those coming due thereafter. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility, nor the Lot from the lien for assessments thereafter falling due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the

Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI PROHIBITED ACTIVITIES

Section 1. No lot shall be used except for residential purposes, except as to those uses specifically permitted by zoning codes and otherwise from the City of Melbourne, Florida.

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Section 3. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. The playing of music, radios, televisions, stereos or other audible devices, or emissions of any other types of noise from a Lot, in a manner loud enough to be heard by neighbors between the hours of 11:00 P.M. and 7:00 A.M., is a violation of this restriction and shall not be permitted. Nor shall anything be permitted or done on a Lot which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the owners in the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot nor upon any land contiguous thereto.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, ~~except that dogs under ten pounds, cats, or other household pets may be kept, provided that they are: kept within doors at all times, or kept on leash when outside, and will not be kept, bred, maintained for any commercial purposes.~~ However, dogs, cats, or other pets as authorized in advance by the Association, (hereinafter "Pet" or "Pets") may be kept within a Lot, provided that they are not kept, bred or maintained for any commercial purposes, and are kept in accordance with these restrictions and any rules and regulations as adopted by the Association's Board of Directors. No kennel or other commercial animal operations shall be maintained in any Lot. No Pet shall be allowed to run loose and uncontrolled within the Properties, or otherwise be allowed to be a nuisance to any occupant of any other Lot. All Pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. No Pet shall disturb the tranquility of the Properties or the owners, occupants or tenants thereof, or be dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board of Directors of the Association, in its sole unfettered discretion. No one may permit, either willfully or through failure to exercise due care and control, any animal or Pet, in a continuing or repeating manner, to bark, cry, howl, screech, squawk, scream, whine or cause other objectionable noises.

Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual Pet(s). No one may permit, either willfully or through failure to exercise due care and control, any animal to soil, defile, urinate or defecate anywhere in the Properties other than within the Lot of the Lot owner or resident owning or

controlling the animal. Nevertheless, should an animal under the ownership or control of a resident or unit owner soil, defile, urinate, or defecate outside of the unit of the owner or resident, such materials shall be removed immediately from such location.

Lot owner(s) and residents shall compensate any person injured by that owner's or resident's Pet and shall indemnify and hold the Association harmless against any loss or liability arising out of any incident involving the owner's or resident's Pet within the Properties. If, in the sole discretion of the Board of Directors, a Pet is or becomes a nuisance by way of excessive noise, aggression, biting, roaming, or otherwise, the Board of Directors may order the immediate removal of such Pet from the Properties in writing, and the owner of such Pet shall immediately comply. Assistance animals which assist an Owner, tenant or guest with their specific disability shall be permitted within the Properties, except to the extent such assistance animal(s) are in violation of the Association's restrictions and/or rules and regulations regarding animals and/or Pet(s), where enforcement against any such violation(s) is permitted by law. All Pet(s) must be caged or kept physically restrained by a leash no more than six feet (6') in length on the Properties when outside of a Lot. No Pet, when outside of a Lot, shall be left unattended on the Properties at any time. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, legal proceedings as provided for in this Declaration or any other governing document of the Association, the right to fine Owners (as provided herein or in any other governing document of the Association and/or Florida law), and/or to require any Pet or animal to be permanently removed from the Properties.

...

Section 6. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in plastic sanitary containers ~~within designated trash rooms awaiting timely disposal off premises provided by the City of Melbourne, Florida.~~ All such disposal equipment shall be kept clean and in sanitary condition.

...

Section 9. Inoperable automobiles, trucks, and other vehicles may not be stored on Lots. Owners are prohibited from making major repairs on vehicles on any Lot or adjacent streets. Parking spaces shall be used only for parking operable automobiles, trucks with a payload capacity not larger than ¾ ton. No parking of any nature, for any length of time, shall be permitted on any roadway within the Properties due to concerns over emergency access to Lots.

Section 10. ~~No antennas shall be erected on any roof exterior wall or on the ground.~~

Antennas, Aerials and Satellite Dishes, and their installations, are governed as follows:

(1) Definitions. The following definitions apply to this Aerials, Antennas, and Satellite Dishes provision only (hereinafter, the "Antenna Provision"):

(a) "Antenna" means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) "Covered Antenna" means an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

(c) "Exclusive Use Area" means an area (and airspace) in which the Resident (as hereinafter defined) has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within this Declaration or the Articles or Bylaws of the Association, and may be implied and/or implicit in the ownership or leasehold of a Dwelling Unit.

(d) "Mast" means a structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

(e) "Resident" means any person or entity who has a direct or indirect ownership or leasehold interest in a Dwelling Unit, regardless of whether such person or entity actually lives or dwells on the Dwelling Unit.

(f) "Transmission-Only Antenna" means an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

(2) Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited.

(c) Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size may be installed.

(d) Transmission-Only Antennas that are necessary for the use of Covered Antennas may be installed.

(e) Masts that are required for the installation of Covered Antennas may be installed.

(f) All Antennas not in subsections (a) through (e) immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited. However, in the event of an emergency, as declared by the federal, state or local government governing over the Property, amateur or ham radio antennas may be used by Owners and may be attached to Dwelling Units as necessary for an acceptable signal, from the time of the declaration of the emergency to seventy-two (72) hours after the declaration of the cessation of the emergency. Amateur or ham radio antennas may also be attached to Dwelling Units upon prior written approval of the Board of Directors.

(3) General Rules.

(a) Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

(b) Location.

(i) Covered Antennas are permitted to be installed on or to the structure of any Dwelling Unit located on any Lots. Covered Antennas may be installed within Exclusive Use Areas or Lots, as specified further in this provision.

(ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the Dwelling located on a Lot wherever possible.

(iii) Covered Antennas shall not encroach upon any Common Properties, any Dwelling Unit or Exclusive Use Area or Lot of another Resident and/ or Common Properties airspace.

(iv) Covered Antennas shall be located in a place shielded from view from other Dwelling Units, from streets, or from outside the Dwelling to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. In all cases, to the extent allowable by law, a Covered Antenna that is installed outside of a Dwelling Unit located on the Lot shall be installed behind the rear plane of the exterior of the Dwelling Unit located on the Lot. A Covered Antenna may be installed on a Mast, provided that such installation is in accordance with sub-section 6 of this Section, as well as all other provisions of this Section. This Section does not permit installation on Common Properties, even if an acceptable-quality signal cannot be received from a Dwelling Unit, Exclusive Use Area, or Lot.

(v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. Any Resident requesting such an installation shall seek the prior written approval of the Association prior to the non-conforming installation. The Association may request an explanation of why the nonconforming location is necessary.

(c) Installation.

(i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

(ii) All installations shall be completed so that they do not materially damage any part of The Properties or void any warranties of the Association, other Residents, or in any way impair the integrity of any Dwelling Unit or building on The Properties.

(iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): \$1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

(iv) Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.

(v) Residents are liable for any personal injury or damage occurring to Common Properties, another Resident's Dwelling Unit or Exclusive Use Areas or Lot, arising from installation, maintenance, or use of a Covered Antenna, and shall:

(A) pay the repair cost for damages to the Common Properties, another Resident's Dwelling Unit or Exclusive Use Areas or Lot and any other property damaged by Covered Antenna installation, maintenance, or use;

(B) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and

(C) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance and/or use.

(vi) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

(d) Maintenance.

(i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.

(ii) If Covered Antennas detach from their installation(s), the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

(iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.

(iv) If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the Association may enter onto the Dwelling Unit, Exclusive Use Area, or Lot where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the Dwelling Unit where the Covered Antenna is located.

(e) Covered Antenna Camouflaging.

(i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, Dwelling, etc.) on which they are installed.

(ii) Covered Antennas installed on the ground and visible from the street or other Dwelling Unit or Exclusive Use Areas must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

(4) Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(5) Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Dwelling Unit.

(6) Mast Installation.

(a) A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.

(b) Masts extending 12 feet or less beyond the roofline may be installed on Dwelling Units or Exclusive Use Areas or Lots, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the Dwelling Unit boundary line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(c) Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Properties and other Dwelling Units and Exclusive Use Areas or Lots, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.

(d) Masts must be painted to match the color of the Dwelling Unit on the Lot where the Covered Antenna is located.

(e) Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

(f) Masts shall not encroach upon Common Properties or another's Dwelling Unit or Exclusive Use Area or Lot.

(g) To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

(7) Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the Dwelling Unit or Lot where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

(a) If Covered Antennas pose immediate threats to Association Residents and personnel or Committed Property, then the Association has the right to remove Covered Antennas.

The Association is not liable for any damage to Covered Antennas caused by this removal.

(8) Notification Process.

(a) Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Architectural Control Committee, care of the Association office. The installation may then begin immediately, provided that the installation is in accordance with this Section. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering The Properties for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee installation or preclude any danger or safety hazard.

(b) The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

(9) Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

(10) Enforcement. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:

- (a) a declaratory statement by the court with respect to this matter;
- (b) an injunction compelling the removal of the antenna;
- (c) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation or appeal; or
- (d) such other relief as the Association and the court deem appropriate.

Section 11. No Owner may lease or rent his dwelling for a term of less than three months. No structure or other improvement(s) situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any such structure or other improvement(s) shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation or short term rental (e.g., for any term less than six (6) calendar months). Notwithstanding anything contained within this Declaration to the contrary, no Lot or structure located on a Lot may be leased for any

term of less than six (6) calendar months. No Lot or structure located on a Lot may be subject to more than two (2) leases in any one 365 consecutive-day period. As such, "short-term" rentals of less than six (6) calendar months in length, especially including such rentals as frequently promoted on internet-based sites or applications such as "Airbnb", "VRBO", and/or "HomeAway", are specifically prohibited and shall not occur within the Properties. Additionally, all leases of Lots and/or structures on Lots shall be in writing, and shall be provided upon execution to the Association. All leases must provide, and if they do not, shall be deemed to provide:

(a) that the lessee(s) are bound by and agree to abide by all of the restrictions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rules and regulations promulgated by the Board of Directors (hereinafter said Documents shall collectively be referred to as the "Governing Documents");

(b) that a violation of the Governing Documents is a material breach of the lease and is grounds for damages, termination, enforcement of covenants (including by way of levying of fines) as provided by the Governing Documents and Florida law, and eviction;

(c) that the Association shall have the power to terminate the lease for any violation thereof or for a violation of the Governing Documents;

(d) that the lessee(s) and the Owner agree that the Association may proceed directly against such lessee(s) for not only breaching the Governing Documents and/or Florida law, but also breaching the lease; and

(e) that the owners and lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees prior to any litigation being instituted, prior to trial and at all trial and appellate levels. If Association's costs and expenses are not immediately paid by the lessee(s) or the Owner, such cost and expenses shall be secured as a charge on the Lot in the same manner as assessments are secured and the Association shall have the right to lien and foreclose for such charges in the same manner as assessments. Each Owner irrevocably appoints the Association as the Owner's agent and authorizes the Association to bring actions in the Owner's name and at Owner's expense including injunction, damages, termination, enforcement of covenants (including by way of levying of fines) as provided by the Governing Documents and Florida law, and eviction against the lessee(s).

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ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no

event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provision of this Declaration of any other Governing Documents of the Association shall be entitled to recover attorney fees for pre-trial, trial and appeal, and court costs for the same. Regardless of any provision within any of the Association's Governing Documents to the contrary, the Association shall be specifically permitted to levy reasonable fines for any violation of the Association's Governing Documents, as permitted by Florida law, specifically including, but not limited to, Florida Statute §720.305 (2019). A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may exceed \$1,000 in the aggregate, but may not exceed \$2,500 in the aggregate.

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Section 4. Maintenance Responsibilities.

- (a) Lot Owners Responsibilities. Individual Lot Owners are responsible for the repair, replacement and or painting of all their own windows, doors, skylights, screens, and gutters and must conform to the color and design of the surrounding structures. Any plumbing or electrical problem between the meters and the unit are the responsibility of the Lot Owner. All room additions are unit modifications are the responsibility of the Lot Owner, including maintenance, upkeep and insurance. The garden area in the rear of the one story units and the courtyard in the front of the one and two story units are the responsibility of the Lot Owner. Every effort must be made to keep the growth of plants, shrubs and trees under control.
- (b) Association Responsibilities. The Association will be responsible for the painting, repair and or replacement of the following: Roofs, fascia board, soffits, exterior walls, second story decks and front gates. The two (2) electrical fixtures at the front of each unit (on the front wall and garage wall) will be the only fixtures maintained by the Association. The Association is also responsible for the following: laws, tree and plant care including cutting, trimming, spraying, fertilizing and replacement when necessary for all the common areas, street maintenance, street lights, sprinkler system and electric boxes.

Section 5. Insurance deductibles and losses. Insurance deductibles of the Association, and losses to the Association over and above any insurance proceeds awarded as a result of a casualty event, shall be collectible from Lot Owners as a common expense of the Association, as determined by the Association's Board of Directors to be in the best interest of the Association.