



PARKS EDGE

PROPERTY OWNERS' ASSOCIATION

OFFICIAL RECORDED **DOCUMENTS**

Effective April 08, 1997

PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

OFFICIAL DOCUMENTS

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RESTATED AND AMENDED

ARTICLES OF INCORPORATION
OF
PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

We the undersigned, hereby make, subscribe, acknowledge and file the following Restated and Amended Articles for the purpose of forming a non-profit corporation under the laws of the State of Florida.

ARTICLE I - NAME. The name of this Corporation is PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II - PURPOSES. The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or blocks of land more particularly described in Schedule "A" attached hereto and incorporated herein by reference in that certain subdivision plat entitled "FIRST REPLAT OF PORT ST. LUCIE SECTION FORTY-TWO", according to the Plat thereof recorded in Plat Book 18 at pages 18 and 18A through 18J of the public records of St. Lucie County, Florida, and such additions thereto as may hereafter be provided in Article XII herein, hereafter referred to as "The Properties" and for this purpose to:

- (a) own, acquire, build, operate, and maintain recreation facilities for the benefit of property owners, including but not limited to: parks, playgrounds, swimming pools, commons open spaces, equestrian paths and footways; including buildings, structure and properties incident thereto, hereafter referred to as "the common properties and facilities";
- (b) provide exterior maintenance for the lots, homes and out-buildings included in The Properties when such maintenance is permitted under the terms of the Declaration of Covenants and Restrictions, which has been recorded in the public records of St. Lucie County, Florida and which pertain to the Properties, as amended from time to time;
- (c) maintain unkempt lands or trees;
- (d) fix assessments (or charges) to be levied against The Properties;
- (e) enforce any and all covenants, restrictions and agreements applicable to The Properties; and
- (f) pay taxes, if any, on the common properties and facilities; and
- (g) insofar as permitted by law to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III - MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment of PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC. shall be a member of the PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC., from the date such member acquires title to his home or lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE IV - TERM. This Corporation shall have perpetual existence.

ARTICLE V - THE SUBSCRIBERS. The names and post office addresses of each subscriber of the Restated and Amended Articles of Incorporation are as follows:

| <u>Name</u> | <u>Post Office Address</u> |
|---------------------------------------|---|
| Robert J. Stumpf (President) | 3201 SW Landale Blvd. Port St. Lucie, FL 34953 |
| Richard A. Thomas (Vice-President) | 3201 SW Landale Blvd. Port St. Lucie, FL 34953 |
| Jeffrey A. Weagle (Secretary) | 3201 SW Landale Blvd. Port St. Lucie, FL 34953 |

ARTICLE VI - OFFICERS. The Officers shall be a president, a vice president, a secretary and a treasurer. All officers shall be members of the Board of Directors. The officers shall be chosen by majority vote of the directors. All officers shall hold office during the pleasure of the Board of Directors.

ARTICLE VII - CORPORATE ADDRESS. The Principal Office of the corporation shall be located at 3201 SW Landale Blvd., Port St. Lucie, FL 34953-6358 and its mailing address shall be the same.

ARTICLE VIII - BOARD OF DIRECTORS. The affairs of the corporation shall be managed by a Board of not less than nine (9) Directors who shall be members of the Association. At each annual election meeting of the members, three (3) Directors shall be elected for a term of three (3) years. No individual shall serve as a Director for more than six (6) consecutive years.

ARTICLE IX - BYLAWS. The Bylaws of the corporation may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; provided that those provisions of the Bylaws which are governed by these Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law.

ARTICLE X - AMENDMENTS TO THE ARTICLES OF INCORPORATION. These Articles may be amended in accordance with law, provided that the voting and quorum requirements specified for any action under the provisions of Article IX shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XI - VOTING RIGHTS. Members shall be all those owners as defined in Article III. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Article III. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE XII - ADDITIONS TO PROPERTIES. Additions to the properties described in Article II may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, membership of this

corporation to such approval and must have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIII - MERGERS AND CONSOLIDATION. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV - MORTGAGES: OTHER INDEBTEDNESS. The Corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time, provided that affirmative vote of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XV - QUORUM FOR ANY ACTION GOVERNED BY ARTICLES XII, XIII and XIV OF THESE ARTICLES. The quorum required for any action governed by Articles XII, XIII and XIV of these Articles shall be as follows:

At the first meeting duly called for such purpose, as provided in the notice of such meeting, the presence of members, or of proxies, entitled to cast sixty (60) percent of all of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting **may** be called, subject to the thirty (30) day notice requirement set forth in said Articles, and at the subsequent meeting, the presence of members, or of proxies, entitled to cast thirty (30) per cent of all votes of membership shall constitute a quorum; provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE XVI - QUORUM FOR OTHER ACTIONS. Except as provided in Article XV hereof, the presence at the meeting of members entitled to cast or of proxies entitled to cast, (30%) thirty percent of the votes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the Bylaws of this corporation (FL Statute 617.306 [1])

ARTICLE XVII - DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY. The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE XVIII - DISSOLUTION. The corporation may be dissolved only with assent given in writing and signed by members entitled to cast two-thirds of its membership. Written notice of proposal to dissolve, setting forth the reasons thereof and the disposition to be made of

the assets (which shall be consonant with Article XIX hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XIX - DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the corporation, the assets, both real and personal, of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Corporation, Association, Trust, or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the undersigned have made and subscribed to these Restated and Amended Articles of Incorporation at Port St. Lucie, St. Lucie County, Florida for the uses and purposes aforesaid this 28th day of March, 1997.

s/ ROBERT J. STUMPF
(Robert J. Stumpf, President)

s/ RICHARD A. THOMAS
(Richard A. Thomas, Vice-President)

s/ JEFFREY A. WEAGLE
(Jeffrey A. Weagle, Secretary)

STATE OF FLORIDA)
) SS
COUNTY OF ST. LUCIE)

Before me, the undersigned authority, personally appeared Robert J. Stumpf, Richard A. Thomas and Jeffrey A. Weagle; to me well known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged before me according to law, that they made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of MARCH 1997.

s/ SHIRLEY M. WALSH
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

SCHEDULE "A"

The following lots, all situated in the First Replat of St. Lucie Section Forty-two, a Subdivision in St. Lucie County, Florida, according to the plat thereof recorded in Plat Book 18 at pages 18 and 18A through 18J of the public records of St. Lucie County, Florida:

| <u>Block</u> | <u>Lots</u> |
|-----------------------------|-------------------|
| 3304 | Lots 1 through 45 |
| 3305 | Lots 1 through 57 |
| 3306 | Lots 1 through 16 |
| 3307 | Lots 1 through 16 |
| 3308 | Lots 1 through 28 |
| 3309 | Lots 1 through 23 |
| 3310 | Lots 1 through 32 |
| 3311 | Lots 1 through 13 |
| 3312 | Lots 1 through 33 |
| 3313 | Lots 1 through 23 |
| 3314 | Lots 1 through 18 |
| 3315 | Lots 1 through 8 |
| 3316 | Lots 1 through 24 |
| 3317 | Lots 1 through 23 |
| 3318 | Lots 1 through 35 |
| 3319 | Lots 1 through 8 |
| 3320 | Lots 1 through 7 |
| 3321 | Lots 1 through 12 |
| 3322 | Lots 1 through 34 |
| 3323 | Lots 1 through 13 |
| TOTAL NUMBER OF LOTS | 468 Lots |

RESTATED AND AMENDED
BY LAWS
OF
PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" shall mean and refer to the PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

SECTION 2. "The Properties" shall mean and refer to those certain lots or parcels of land described as follows:

The following lots, all situated in the First Replat of Port St. Lucie, Section Forty-two Subdivision in St. Lucie County, Florida, according to the plat thereof recorded in Plat Book 18 at pages 18 and 18A through 18J of the public records of St. Lucie County.

| <u>Block</u> | <u>Lots</u> |
|---|-------------------|
| 3304 | Lots 1 through 45 |
| 3305 | Lots 1 through 57 |
| 3306 | Lots 1 through 16 |
| 3307 | Lots 1 through 16 |
| 3308 | Lots 1 through 28 |
| 3309 | Lots 1 through 23 |
| 3310 | Lots 1 through 32 |
| 3311 | Lots 1 through 13 |
| 3312 | Lots 1 through 33 |
| 3313 | Lots 1 through 23 |
| 3314 | Lots 1 through 18 |
| 3315 | Lots 1 through 8 |
| 3316 | Lots 1 through 24 |
| 3317 | Lots 1 through 23 |
| 3318 | Lots 1 through 35 |
| 3319 | Lots 1 through 8 |
| 3320 | Lots 1 through 7 |
| 3321 | Lots 1 through 12 |
| 3322 | Lots 1 through 34 |
| 3323 | Lots 1 through 13 |
| TOTAL NUMBER OF LOTS - 468 lots. | |

DESCRIPTION OF COMMON PROPERTIES

Tract "J" situated in the First Replat of Port St. Lucie Section Forty-two, a Subdivision in St. Lucie County, Florida, according to the plat thereof recorded in Plat Book 18 at pages 18 and 18A through 18J of the public records of St. Lucie County, Florida and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2 herein.

SECTION 3. "Common Properties" shall mean and refer to parks, playgrounds, swimming pools, commons, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

ARTICLE II - LOCATION

SECTION 1. The principal office of the Association shall be located at 3201 SW Landale Blvd., Pt. St. Lucie, FL 34953-6358.

ARTICLE III - MEMBERSHIP

SECTION 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which the properties are subject and recorded in O/R Book 291 Page 132 of the public records of St. Lucie County, Florida, as amended and restated.

SECTION 3. The membership rights, except voting rights, (FL Statute 617.305 [2]) of any person whose interest in the Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, shall be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV - VOTING RIGHTS

SECTION 1. VOTING RIGHTS. Members shall be all those owners as defined in Article III, Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE V - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

SECTION 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed and dedication and Article IV, Declaration of Covenants applicable to The Properties.

SECTION 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest. Such member shall notify the Association in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI - ASSOCIATION PURPOSES AND POWERS

- Section 1.** The Association has been organized for the following purposes: To promote the health, safety and welfare of the property owners in Article I, Section 2 and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article XII of the Articles of Incorporation, hereafter referred to as “The Properties”, and for this purpose to:
- (a) own, acquire, build, operate and maintain recreation facilities for the benefit of the property owners, including but not limited to parks, playgrounds, swimming pools, golf courses, commons, open spaces, bicycle paths, equestrian paths and footways; including buildings, structures and personal properties incident thereto, hereinafter referred to as “the Common properties and facilities”;
 - (b) provide exterior maintenance for the lots, homes and out-buildings included in The Properties; when such maintenance is permitted under the terms of the Declaration of Covenants and Restrictions, which has been recorded in the public records of St. Lucie County, Florida and which pertain to the Properties, as amended from time to time;
 - (c) maintain unkempt lands or trees;
 - (d) supplement municipal services;
 - (e) fix assessments (or charges) to be levied against The Properties;
 - (f) to enforce any and all covenants, restrictions and agreements applicable to The Properties; and
 - (g) pay taxes, if any, on the common properties and facilities; and
 - (h) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

SECTION 2. ADDITIONS to the properties described in Article I may be made only on acceptance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance of which written notice shall set forth the purpose of the meeting.

SECTION 3. MERGERS AND CONSOLIDATIONS. Subject to the provision of the recorded covenants and restrictions applicable to the properties described in Article 1, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

SECTION 4. MORTGAGES - OTHER INDEBTEDNESS. The Corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of members

who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

SECTION 5. DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTIONS TO PUBLIC AGENCY OR UTILITY.

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE VII - BOARD OF DIRECTORS

SECTION 1. BOARD OF DIRECTORS. The affairs of the corporation shall be managed by a Board of not less than nine (9) Directors who shall be members of the Association. At each annual election meeting of the members, three (3) Directors shall be elected for a term of three (3) years. No individual shall serve as a Director for more than six (6) consecutive years. No Director or any member of his/her family shall be employed by the Association.

SECTION 2. VACANCIES in the Board of Directors shall be filled by appointment by the other Directors at the next regular meeting or at a special meeting called for that purpose. Such appointed Director shall serve until the next annual election meeting.

**ARTICLE VIII - ELECTION OF DIRECTORS
NOMINATING COMMITTEE, ELECTION COMMITTEE**

SECTION 1. ELECTION to the Board of Directors shall be by written ballot, as hereinafter provided, which election shall be at the annual election meeting to be held on the second Wednesday of November of each year. The results of the election shall be announced at the election meeting. Elected Directors shall take office effective the following January 1st, except that prior to such date the Board of Directors shall elect the new officers in accordance with Article XI, Section 2 below, and make committee appointments to be effective the following January 1st.

SECTION 2. NOMINATIONS for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

SECTION 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors.

SECTION 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of the vacancies that are to be filled. Such nominations shall be made from among the members of the Association, as the Committee in its discretion shall determine. Nominations shall be placed with the written ballots as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

SECTION 5. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain space for a write-in vote by the members, and shall be mailed to the members at least fourteen (14) days in advance of the date set forth therein for a return which shall be a date not later than the day before the

annual election meeting. A biography/resume shall contain sufficient information that will allow the member to determine which nominees are best qualified to serve as Directors. The ballot order shall be determined by a drawing performed in the presence of the entire Nominating Committee.

SECTION 6. Each member shall receive as many ballots as he has votes, notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon.

ARTICLE IX - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of a minimum of 25 voting members, as provided in Article XIII, Sect. 2
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.
- (d) To make any single expenditure up to ten percent (10%) of the annual budget for alterations and/or improvements, excluding maintenance and replacement. Such approval shall require a vote of two-thirds (2/3) of the total membership of the Board of Directors. Any single expenditure by the Board of Directors in excess of ten percent (10%) excluding maintenance and replacement shall require the approval of the members of the Association. (Pursuant to By Laws, Art. XIII, Sect. 4.)
- (e) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in covenants.
- (g) In the event that any member of the Board of Directors of this Association shall be absent from three (3) regular meetings per year of the Board of Directors, the Board shall by action taken at a subsequent meeting during which said absence occurs, declare the office of said absent Director to be vacant. Excused absences shall only be for medical reasons, death in the family or emergency employment related duty.

SECTION 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by a minimum of 25 voting members, as provided in Article XIII, Section 2.
- (b) To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
- (c) As more fully provided in Article V of the Declaration of Covenants applicable to the Properties:
 - (1) To fix the amount of the assessment against each lot (property) for each assessment period at least thirty days in advance of such date or period and, at the same time:

- (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and at the same time;
- (3) To send written notice of each assessment subject thereto.
- (4) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X - DIRECTORS' MEETINGS

SECTION 1. A regular meeting of the Board of Directors shall be held at least quarterly. A meeting of the board of directors of the Association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members, except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least (48) hours in advance of a meeting, except in an emergency. If notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least (7) days before the meeting, except in an emergency. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and nature of the assessments. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

SECTION 2. Each new Board shall meet for organizational purposes within the first seven days of the new year.

SECTION 3. Special meetings of the Board of Directors will be held when called by the President of the association or by any two directors after not less than three (3) days notice to each director.

SECTION 4. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI - OFFICERS

SECTION 1. The officers shall be a president, a vice-president, a secretary and a treasurer. All officers shall be members of the Board of Directors and the president shall act as Chairman thereof.

SECTION 2. Election of new officers shall occur, and be announced, at a meeting of the new Board of Directors which shall be held immediately following the Annual Election Meeting. Elected officers shall take office the following January 1st. Only the Directors eligible to hold office for the ensuing year shall be entitled to cast a vote for said new officers. The officers shall be chosen by majority vote of the Directors.

SECTION 3. All officers shall hold office during the pleasure of the Board of Directors.

SECTION 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

- SECTION 5.** The vice-president shall perform all the duties of the president in his absence.
- SECTION 6.** The secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose and (a) shall sign all certificates of members, (b) shall keep the records of the Association, and (c) shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3).
- SECTION 7.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice-president.
- SECTION 8.** The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by an accountant at the completion of each calendar year. The accountant shall prepare an annual financial report within 60 days after the close of the fiscal year. Written notice shall be provided to each member on or before March 31st of each year that a copy of the financial report is available, upon request, and at no charge to the member. (FL Statute 617.303 [7])

ARTICLE XII - COMMITTEES

- SECTION 1.** The Standing Committees of the Association shall be: The Nominating Committee; The Recreation Committee; The House Committee; The Environmental Control Committee; The Publicity Committee; The Audit/Budget Committee. All Committees shall be subject to the direct control of the Board of Directors and shall keep a written record of its activities and official acts. Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members. The Committees shall be appointed by the Board of Directors and shall serve from January 1st until December 31st of each year. The Board of Directors may appoint such other committees as it deems desirable.
- SECTION 2.** The **Nominating** Committee shall have the duties and functions described in Article VIII.
- SECTION 3.** The **Recreation** Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- SECTION 4.** The **Environmental** Control Committee shall have the duties and functions described in Article VI and Article VII, Declaration of Covenants and Restrictions applicable to the Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.
- SECTION 5.** The **Publicity** Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

SECTION 6. The **Audit/Budget** Committee shall supervise the annual audit of the Association's books, prepare the annual budget and review the annual financial report. The treasurer shall be an ex-officio member of the Committee.

SECTION 7. The **House** Committee shall oversee the maintenance and improvements of the Common Properties of the Association.

SECTION 8. With the exception of the Nominating and the Environmental Control Committee (but then only as to those functions that are governed by Article VII, Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

SECTION 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities with its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as further concerned with the matter presented.

ARTICLE XIII - MEETINGS OF MEMBERS

SECTION 1. The **annual** meeting of the Association shall be held on the fourth (4th) Wednesday of February of each year. If the day for the annual meeting of the Association shall fall upon a holiday, the meeting shall be held on the first day following which is not a holiday. Meetings of the Association shall be held four times per year, including the election meeting and the annual meeting.

SECTION 2. **Special meetings** of the members for any purpose may be called at any time by the President or by any two or more members of the Board of Directors or upon written request of twenty-five members of the Association who are in good standing.

SECTION 3. Notice of any meetings shall be given to members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully pre-paid to his address appearing on the books of the corporation. Each member shall register his address with the Association and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

SECTION 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership of the Association shall constitute a quorum for any action governed by these Bylaws. An action governed by the Articles of Incorporation or by the Covenants applicable to the Properties shall require a quorum as therein provided. (FL Statute 617.306 [1])

ARTICLE XIV - PROXIES

SECTION 1. At all corporate meetings of members, each member may vote in person or by proxy. No member may vote more than five (5) proxies.

SECTION 2. All proxies shall be in writing and filed with the Association. No proxy shall extend beyond a period of eleven (11) months, following the date of its execution and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XV - BOOKS AND PAPERS

SECTION 1. The books, records and papers of the association shall at all times, during reasonable business hours, be open to inspection and available for photocopying by members or their authorized agents. (FL Statute 617.303 [5])

ARTICLE XVI - CORPORATE SEAL

SECTION 1. The Association shall have a seal in circular form having within its circumference the words: PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation, incorporated Florida, 1978.

ARTICLE XVII - AMENDMENTS

SECTION 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the Properties may not be amended except as provided in such Covenants and Restrictions.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

RESTATED AND AMENDED

DECLARATION OF COVENANTS AND RESTRICTIONS

AFFECTING LOTS IN SCHEDULES "A" AND "B" ATTACHED HERETO,

THIS DECLARATION, made this 28th day of March, 1997 the PARKS EDGE PROPERTY OWNERS' ASSOCIATION Inc., hereinafter called the Association.

WITNESSETH:

WHEREAS, the property described in Schedules "A" and "B" attached hereto has been submitted to various covenants and restrictions pursuant to that document entitled "Declaration of Covenants and Restrictions" which was recorded in Official Records Book 291, beginning on page 132, and which was amended by that document entitled "Scrivener's Affidavit" recorded in Official Records Book 331, beginning on page 1257, by that document entitled "Amendment To Declaration of Covenants and Restrictions" recorded in Official Records Book 367, beginning on page 11477, and by that document entitled "Amendments To The Declaration of Covenants And Restrictions" recorded in Official Records Book 590, beginning on page 212, all of the public records of St. Lucie County, Florida, and all of which are herein referred to as the "Original Declaration", and

WHEREAS, the Association described in those documents has changed its name to Parks Edge Property Owners' Association, Inc. as shown by that Amendment to Articles of Incorporation recorded in Official Records Book 969, beginning on page 90 of the public records of St. Lucie County, Florida, and

WHEREAS, the Association membership has voted to amend and restate the Declaration so that the Amended and Restated Declaration supersedes and replaces the Original Declaration in its entirety, and

NOW, THEREFORE, the Association hereby Amends and Restates the Declaration so that the real property described in Schedules "A" and "B", and such additions thereto as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

SECTION 1. The following words when used in this Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties, as more fully described in Article II, Section 2 hereof and on Schedule "B" attached hereto.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, including all residences and out-buildings, if any, thereon with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities,

of the fee simple title to any Lot, notwithstanding any applicable theory concerning a mortgage encumbering any Lot shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of fore-closure.

- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Sect 1, hereof.
- (g) "Board" shall mean and refer to the board of directors of Parks Edge Property Owners' Association, Inc.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION 1. EXISTING PROPERTY. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Lucie County, Florida, and is more particularly described as follows: Those certain lots more particularly described in Schedule "A" attached hereto and incorporated herein by reference, all of said lots being situated in that Plat entitled FIRST REPLAT OF PORT ST. LUCIE SECTION FORTY-TWO, St. Lucie County, Florida, according to the plat thereof, to be recorded in Plat Book 18 at Page 18 of the public records of St. Lucie County, Florida, all of which said lots shall hereinafter be referred to as "The Properties".

SECTION 2. COMMON PROPERTIES. That the property described in Schedule "B" attached hereto as it appears on the REPLAT OF PORT ST. LUCIE SECTION FORTY-TWO, a Subdivision in St. Lucie County, Florida, according to the plat thereof to be recorded in Plat Book 18 at Page 18 of the public records of St. Lucie County, Florida be referred to as "Common Properties" be dedicated as recreation and/or park areas and that the use of said Common Properties be restricted and devoted to the common use of and enjoyment of the owners of "The Properties" as herein defined.

SECTION 3. ADDITIONS TO EXISTING PROPERTY. Additional land may become subject to this Declaration in the following manner:

- (a) **Additions.** Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplementary Declaration of Covenants and Restrictions.
- (b) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties rights and obligations may, by operation of law be transferred to another surviving or consolidated association, or, alternatively, the properties rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property except as hereafter provided.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee

interest in any Lot which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2. VOTING RIGHTS. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

SECTION 3. QUORUM. Except as provided in Article V, Section 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the Bylaws of this Corporation.
(FL Statute 617.306 [1])

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 2, every member subject to assessments as provided in Article V hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. USE OF COMMON PROPERTIES FOR DRAINAGE. The Common Properties may be used for drainage and the temporary retention of storm water run-off from the Properties and other contiguous property, as well as for open space, recreation, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period during which any infraction of its published rules and regulations remains uncorrected; and

- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) the right of individual Members to the exclusive use of parking spaces as provided in Section 4 of this Article; and
- (f) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to Section 2 of this Article.
- (g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded certifying that at a special or regular meeting of members called for such purpose, of which thirty (30) days written notice was sent to each member, a two-thirds vote of members was obtained, either in person or by proxy, agreeing to such dedication or transfer.

SECTION 4. PARKING RIGHTS. The Association may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the Members entitled thereto.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the lot situated upon The Properties, including, but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. ANNUAL ASSESSMENTS: DUE DATES.

(a) **ANNUAL ASSESSMENTS.**

1. **BY THE BOARD:** The Board may fix the annual assessment at a lesser amount, but not an amount to exceed the maximum approved by the membership.

2. **BY THE MEMBERS:** The annual assessment may be increased by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. All assessments approved by the membership shall be for a minimum period of three (3) years. No increase in assessments shall be levied without membership approval.

(b) **DUE DATES.** Annual assessments for any year shall become due and payable on January 1st of the year and shall be declared delinquent if not paid within sixty (60) days after the due date.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

SECTION 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows: At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) per cent of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 4, and the required quorum at any such subsequent meetings shall be one-half of the required quorum at the preceding meeting.

SECTION 6. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall on or before December 15th of each year, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN: REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof) then such assessment shall become delinquent and shall together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives

and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any residence shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the due date at the maximum per cent allowed by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with costs of the action.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again shall be subordinate to the lien of a new first mortgage placed upon the Property or Properties.

SECTION 9. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein;

- (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use;
- (b) all Common Properties as defined in Article 1, Section 1 hereof;
- (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use and upon which a dwelling unit has been constructed, shall be exempt from said assessments, charges or liens.

ARTICLE VI - ENVIRONMENTAL CONTROL COMMITTEE

SECTION 1. APPOINTMENT OF COMMITTEE. There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee, which committee shall consist of three or more members.

SECTION 2. REVIEW BY COMMITTEE. The Committee, in its review of all proposed construction, modifications or alterations, shall be guided by the following standards of environmental control, to wit: those include in Article IX hereof, and

- (a) **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, including patio covers, be made until the plans, drawn to

appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed 14 days after receipt thereof.

- (b) **Committee Approval.** Approval of plans by the Environmental Control Committee may be withheld if in the opinion of the Committee the view of any lot would be impeded by the location of any tree, bush, shrub, or plant. In any event, the Committee shall have the right to require any member to remove, trim, top, or prune any tree, or shrub, which in the reasonable belief of the Committee impedes or detracts from the view of any lot or creates a safety hazard

SECTION 3. VARIANCES. The Board of Directors of the Association or the Environmental Control Committee appointed by the Board may, with the approval of the City of Port St. Lucie and/or St. Lucie County Building and Zoning Board, approve variances to the requirements of Article IX, Section 2.

ARTICLE VII - EXTERIOR MAINTENANCE

SECTION 1. EXTERIOR MAINTENANCE. Pursuant to agreement with owner, or upon determination by the Association that an owner has failed to maintain the exterior of his residence and out-buildings in accordance with general standards of the community, then, after reasonable notice to the owner specifying such failure and upon owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each such residence and out-buildings as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The cost thereof shall be assessed to the owner and shall be added to and become part of the maintenance assessment as more particularly described in Section 2 hereof.

SECTION 2. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year, but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

SECTION 3. ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the exterior of any residence at reasonable hours on any day except Sunday.

SECTION 4. COMMON AREA MAINTENANCE. Common Area Maintenance will include, but without limiting the generality of the following, the following items:

- (a) Grounds maintenance of the common areas including mowing, fertilizing, insecticides, etc.
- (b) Irrigation system maintenance.
- (c) Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating including gas and maintenance of heating pumps, etc.
- (d) Air conditioning maintenance of recreation building.
- (e) Parking lot cleaning and maintenance.
- (f) Waste removal from common areas.
- (g) Utilities for common areas including water, sewer and electricity.
- (h) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- (i) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- (j) A reserve for future maintenance and repairs.

ARTICLE VIII - WATER AND SEWER UTILITIES

SECTION 1. PROHIBITION OF INDIVIDUAL WELLS AND SEPTIC TANKS. No individual water well, septic tanks or other individual sewage disposal facility shall be permitted on any lot. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

SECTION 2. It shall be a requirement that no **water closet** be installed in any home to be constructed on any of the properties having a capacity in excess of 3.5 gallons.

SECTION 3. General Development Corporation, as the Developer, reserved to itself and its successors and assigns all water rights below 400 feet in depth under all of the properties described in Schedules "A" and "B" attached hereto but with no right of surface access thereto.

ARTICLE IX - UNIFORM GENERAL REQUIREMENTS

SECTION 1. RESIDENTIAL LOTS; USE AND MINIMUM SQUARE FOOTAGE REQUIREMENTS.

All lots in The Properties are designated as single family residence lots, and no principal building shall be constructed or erected on any single family residence lot other than one detached single family dwelling not to exceed two (2) stories in height. No single family residence lot shall be resubdivided into building lots containing less than Ten thousand (10,000) square feet. No principal structure shall be erected having a living area of less than 900 square feet for a one-story building, nor less than 1,080 square feet living area for more than a one-story building on any lot in the Existing Property.

SECTION 2. BUILDING SETBACK REQUIREMENTS. On all lots in all Blocks, no principal building and/or enclosed swimming pool shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot line, which is the line abutting the street; nor nearer than ten (10) feet to the side lot lines; nor nearer than twenty-five (25) feet to the side street line on corner lots. On all lots in all Blocks no principal building may be erected nearer than twenty-five (25) feet to the rear lot line and no swimming pool may be erected nearer than fifteen (15) feet to the rear lot line. Provided , however, that the Board of Directors of the Association or the Environmental Control Committee, upon written application thereto as provided in Article VI may, with the approval of the City of Port St. Lucie and/or St. Lucie County Building and Zoning Board, approve individual variances from the requirements of this Article IX, Sect. 2.

SECTION 3. MINIMUM SQUARE FOOTAGE DEFINED. With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration of Covenants and Restrictions, the minimum square footage living area of a residence shall be established and construed as being exclusive of carports, garages, screen porches, patios and outside storage areas. Provided however, that this shall not be construed to permit any portion of the building such as eaves, steps, open patios, wing-walls, etc. to encroach upon another lot or into or upon any easements.

SECTION 4. RECREATIONAL VEHICLES. No travel trailer, mobile home, recreational vehicle, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently. Provided however, that recreational vehicles such as travel trailers, motor homes, tent trailers, boats, etc. not exceeding ten (10) feet in height and thirty-two (32) feet in length may be stored on the premises at the rear or side of the residence situated thereon upon the following conditions:

- (a) No such vehicle shall be permitted within the front setback areas.
- (b) All such vehicles shall bear a current State registration tag.

SECTION 5A. .

- (1) All vehicles parked on the Properties shall be operable and currently registered for operation on public highways. Inoperable and/or unregistered vehicles must be removed or garaged within thirty (30) days after proper notice to lot owner or tenant/lessee.

After proper notice by the Association, the Association shall have the right to authorize the towing away of any vehicle or vehicles in violation of this section with all cost and fees, including attorney fees, if any, to be borne by the owner/violator.

- (2) No truck exceeding 3/4-ton capacity shall be parked overnight in areas zoned residential;
- (3) No vehicle carrying flammable liquids, liquid petroleum gas, explosives or dangerous chemicals shall be parked in any area zoned residential at any time except for the routine delivery of fuel or chemicals for on-site usage. This shall not apply to any vehicle which is carrying the usual amount of gasoline or other combustible product necessary for the operation of the vehicle.

SECTION 5B. GARAGES. Effective as of the date of the recording of this document, no garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could reasonably be parked in the garage as the residence and garage were constructed.

SECTION 6. SIGNS. No sign of any kind shall be displayed to the public view of any single family residence lot, except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder/contractor during the construction/renovation and sales period.

SECTION 7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

- (a) Animals and pets shall be restricted to the following: dogs, cats, fish, domestic birds, hamsters, lizards, gerbils, turtles. Domestic birds shall not include poultry of any kind. A maximum of two (2) dogs and (2) cats will be permitted. The foregoing shall also apply to animals/pets which visit the Properties.

- (b) All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian. Pets shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.
- (c) When outside of the residence, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by the collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the residence; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the residence in which the dog or cat resides and/or is maintained.
- (d) The owner/custodian of each animal or pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- (e) If a dog or any other animal becomes obnoxious to other owners by barking or otherwise, the pet owner shall remedy the problem, or upon written notice from the Association, he or she shall be required to dispose of the pet.
- (f) The pet/animal owner and the owner of the residence involved shall be strictly liable for damages caused to the Properties by the pet/animal.
- (g) Any animal/pet owner's right to have an animal/pet reside in or visit the Properties shall have such right revoked if the animal/pet shall create a nuisance or shall become a nuisance.

SECTION 8. TRASH STORAGE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. Containers shall be stored out of view of the public within (12) hours after pick-up.

SECTION 9. PLANTING. No hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6') feet above roadway intersection elevation to prevent obstruction of sight lines. No lot shall be allowed to become or remain overgrown and/or unsightly.

SECTION 10. FINES AND SUSPENSIONS (FL Statute 617.305 [2])

- (a) **Authority.** The Association, acting through the committee described below and herein referred to as the "Committee", shall have the power and authority to levy and collect fines of up to Twenty-five Dollars (\$25.00) per violation for the non-compliance with this Declaration, the Articles of Incorporation and Bylaws of the Association, or any duly adopted and promulgated Rules and Regulations of the Association. The Committee shall also have the power and authority to suspend the rights of use of the Common Properties for the non-compliance with this Declaration, the Articles of Incorporation and By Laws of the Association, or any duly adopted and promulgated Rules and Regulations of the Association.

In all cases, the Committee may hold the Owner liable for the fines and may subject the Owner to the suspensions imposed by the Committee for violations whether the violations were by the Owner, by members of the Owner's family, by the Owner's guests, by the Owner's tenants or the family members or guests of Owner's tenant, or by Owner's agents. The Committee may also levy a fine and/or suspension against the Owner's tenants and the tenant's family members, guests and other occupants of the Owner's Lot in addition to or in lieu of fines or suspensions against the Owner.

(b) **Procedure.**

1. A written, signed report of an alleged violation must be given to the Association by someone who was a witness to the violation and who can testify to the facts of the violation. The Association shall have no obligation to act on verbal complaints.
2. The written report shall be presented to the Board at a duly called meeting and if the report states sufficient facts to allege a violation, the Board shall appoint the Committee to investigate the matter and to determine whether or not fines and/or suspensions are to be imposed. The Committee shall consist of at least three members who **are not officers**, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee.
3. The Committee members shall meet to appoint a chairperson and a secretary of the Committee, to determine the date of the hearing which date shall be, unless agreed upon by the person filing the report and the Board, held within 60 days after the Board meeting at which the Committee was appointed.
4. Written notice of the hearing shall be given by the Committee to the Owner and, if the Committee has reliable information that the violation is by someone who occupies the Lot other than the Owner, which person is herein referred to as the "Occupant", then also to the occupant, at least 14 days prior to the date of the hearing. Notice shall be either hand delivered or mailed, certified, return receipt requested, to the Owner at the Owner's address as it appears on the records of the Association and, if applicable, then notice to the Occupant shall be either hand delivered or mailed, certified, return receipt requested, to the Occupant at the street address of the Lot. If notice is given by mail it shall be effective upon mailing. The notice shall include the following:
 - (I) a statement of the date, place of the hearing
 - (II) a copy of the written report in which the alleged violation was made.
 - (III) a statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations which have allegedly been violated,
 - (IV) a short and plain statement of the matter asserted by the Association and
 - (V) a statement that the maximum fine for each violation is \$25.00 and that each day during any portion of which such violation occurs, or occurred, constitutes a separate offense.

A copy of the notice shall be given to the Board and to the person who signed the report of the violation.

5. The hearing shall be open to all Owners, and if applicable to the Occupant, and shall be conducted in a manner which will give the Owner and, if applicable, the Occupant, a reasonable opportunity to respond without unnecessary technicality. The Owner, and if applicable, the Occupant, shall have an opportunity to review, challenge, and respond to any material considered by the Committee, to cross-examine witnesses, to present evidence, and to provide written and oral argument on all issues involved. The chairperson shall have the right to determine the procedures to be used at the hearing including, but not limited to the following:

- (I) the order in which the participants are entitled to present information to the Committee, and
- (II) reasonable time limits for the presentation of information by the participants to the Committee.

Committee members may ask questions of the participants.

6. After hearing the evidence, the Committee members shall determine whether a fine and/or suspension shall be levied and if so, against whom and to what extent. Only if the Committee, by majority vote, approves a proposed fine and/or a suspension, may it be imposed.
7. The Committee shall provide a written report to the Board and to the persons against whom any fines and/or suspensions are assessed showing the details of its decision. The Committee's decision shall be noted in the minutes of the Board at the next regular meeting of the Board. Notice shall be either hand delivered or mailed, certified, return receipt requested, to the Owner at the Owner's address as it appears on the records of the Association, and if applicable, to the Occupant at the street address of the Lot. If notice is given by mail it shall be effective upon mailing.
8. If a fine is not paid within fourteen (14) days of the date notice of the Board's decision is given, then the fine shall bear interest at the maximum rate allowed by law, from the date the notice is given until the date full payment is received by the Association. The fine may be collected through a civil action, and, in addition, the Association shall be entitled to record in the public records of St. Lucie County, Florida, a claim of lien against the Lot for the amount of the fine, together with interest and the costs of recording the claim of lien and satisfaction thereof, and all other costs of collection, including attorney's fees. The claim of lien may be foreclosed in the manner of foreclosure of mortgages as allowed by Florida law.

Pages 1 - 6
Revised June 25, 2014

Record and Return to:
Ross Earle & Bonan, PA
PO Box 2401
Stuart, FL 34995

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

The Amended and Restated Declaration of Covenants and Restrictions has been recorded in the public records of St. Lucie County, Florida at Official Records Book 1072, Page 1024 et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Membership at the Members Meeting of Parks Edge Property Owners' Association, Inc. on April 30, 2014.

1. Article IX, Section 11 is hereby amended as follows:

SECTION 11. OCCUPANCY AND/OR LEASING OF PROPERTY - GENERAL RULES

(a) General Provisions

- i. **Application Form.** The Association is vested with the authority to prescribe an application form which may require specific personal, social, criminal and other data related to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to investigate the intended lessee or occupants within the time limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as integral part of the notice of intended lease.
- ii. **Transfer Fee.** The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein. There shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.
- iii. **Unapproved Leases.** Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

- v. **Special Remedy.** All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

- (b) **Leasing of Lots.** A lot Owner may lease only his entire Lot, and then only in accordance with this section, after receiving the approval of the Association.
 - i. **Notice by the Owner.** An Owner intending to lease his Lot shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require.
 - ii. **Approval.** After the required notice and all information and transfer fees have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
 - iii. **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, anyone or more of the following:
 - aa. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;
 - bb. The Owner has a history of leasing his or her Lot to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot;
 - cc. The Real Estate Company or agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

- dd. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
 - ee. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;
 - ff. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - gg. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
 - hh. The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Lot to the Board of Directors.
- iv. **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board of Directors at its' election, may approve or disapprove the lease.
 - v. **Sub-Leasing; Renting Rooms.** Sub-leasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented and Lots may not be sublet.
 - vi. **The Owner must** make available to the lessee copies of the Declaration, Bylaws and the rules and regulations of the Association. The Owner will be responsible for any violations made by lessee. Any occupancy of a house located upon a Lot in Park's Edge in violation of these restrictions shall be deemed a non-monetary default of this Declaration and may be enforced in accordance with the terms of this Declaration.

- vii. With respect to any lessee or any person present on any Lot or any portion of the Property other than an Owner and the members of its immediate family permanently residing with the Owner on the Lot, if such person materially violates any provision of the Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, or if such person is the source of annoyance to the residents of the Property, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such lessee or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same in the same manner as other Assessments as provided above. The foregoing shall be in addition to any other remedy of the Association.
- (c) Prior to occupancy, tenants/lessees must register with Association and tenants/lessees must execute an agreement showing knowledge of all rules and regulations of the Association and tenant's agreement to abide by such rules and regulations.
- (d) No house shall be leased to, or occupied by, more than two (2) unrelated individuals in accordance with the Code of the City of Port St. Lucie. Each house shall be occupied by a single family as a residence and for no other purpose. The number of persons occupying a house is limited as follows:
- 2-Bedroom Living Unit - *four (4) persons
 - 3-Bedroom Living Unit - *six (6) persons
 - 4-Bedroom Living Unit - *eight (8) persons
- *may have an additional person if one is a child under five (5) years of age.
- (e) No person shall be permitted to reside on a lot without a contractual agreement with the property utility company for electric, water and sewer on a continuance basis, without interruption by shut-off for non-payment.
- (f) Lease shall contain a provision that the member has delegated the use and enjoyment in the common properties to said tenants/lessees.

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions was approved by at least a majority of the Members. Said approval occurred at the Members Meeting of Parks Edge Property Owners' Association, Inc. held on April 30, 2014.

3. All provisions of the Amended and Restated Declaration of Covenants and Restrictions 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 _____ day of _____, 2014.

WITNESSES AS TO PRESIDENT:

Samantha Simpson

Printed Name: SAMANTHA SIMPSON

Mandee Johns

Printed Name: Mandee Johns

PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

By: *Kenneth F. Nail*, President

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on June 25, 2014, by Kenneth F. Nail, as President of Parks Edge Property Owners' Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: Florida drivers license].

Notarial Seal

Kathryn A. Klug
Notary Public



WITNESSES AS TO SECRETARY:

[Signature]

Printed Name: SAMANTHA SIMPSON

[Signature]

Printed Name: Mandee Johns

PARKS EDGE PROPERTY OWNERS' ASSOCIATION, INC.

By: CAROL NADRITCH

Carol Nadritch Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledge before me on June 25, 2014, by Carol Nadritch, as Secretary of Parks Edge Property Owners' Association, Inc. [] who is personally known to me, or who has produced identification [Type of Identification: Florida drivers license].

Notarial Seal

[Signature]
Notary Public



SECTION 12. OIL, GAS AND MINERAL OPERATIONS. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick, drilling rig or other structure designed for use in drill for oil or gas shall be erected, maintained or permitted on any lot.

SECTION 13. EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot, tract, or parcel and all permitted improvements within said easement areas shall be maintained continuously by the owner of the lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible.

SECTION 14. ADDITIONAL RULES AND REGULATIONS. The Board of Directors of the Association may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

ARTICLE X - GENERAL PROVISIONS

SECTION 1. AMENDMENTS. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of St. Lucie County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of record of a majority of the Lots in the hereinabove described property have approved such amendment. And provided further that no such amendment shall affect or interfere with vested rights previously acquired by Lot Owners.

SECTION 2. DURATION. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association or the Owner of any land subject to this Declaration and their respective legal representative, heirs, successors, and assigns, for a term of ten (10)

years from the date this Amended and Restated Declaration is recorded in the public records of St. Lucie County, Florida, provided that it may be amended, modified, or revised pursuant to the provisions of Section 1 of this Article, and provided further that this Declaration shall continue for additional periods of ten years each unless and until at least 75% of the owners of the Lots subject to this Declaration vote to terminate the Declaration and its subsequent amendments, if any, and a certificate of the President of the Association is recorded in the public records of St. Lucie County, Florida, at least one year before the end of a 10 year period, evidencing the affirmative vote of the members to terminate this Declaration.

SECTION 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing. Unless law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. (FL Statute 617.306 [4])

SECTION 4. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right, whenever there shall have been built on any lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

SECTION 5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

SECTION 6. ATTORNEYS FEES AND COSTS. In any proceeding arising for the Association's collection of assessments or for the Association's enforcement of any provision contained in this Declaration, in the Articles of Incorporation or By-laws of the Association, or in the rules and regulations of the Association, herein referred to collectively as the "Association Documents", the prevailing party shall be entitled to recover from the non-prevailing party, the costs of the proceeding including reasonable attorneys fees, whether for trial, appellate or other legal services.

If the Association incurs any costs in the collection of assessments or in the enforcement of any provision contained in this Declaration, in the Articles of Incorporation or By-laws of the Association, or in the rules and regulations of the Association, and if the matter is resolved without the Association having to file a lawsuit, then the Owner of the Lot involved with the matter shall pay to the Association all costs incurred in the collection or enforcement, including reasonable attorneys fees, whether for trial, appellate or other legal services.

IN WITNESS WHEREOF, the undersigned has made and subscribed to these restated and amended Covenants and Restrictions at Port St. Lucie, St. Lucie County, Florida for the uses and purposes aforesaid this 28th day of March, 1997.

S/ ROBERT J. STUMPF
Robert J. Stumpf, President, Parks Edge P.O.A. Inc.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and acknowledged before me this 28th day of March, 1997 by Robert J. Stumpf, as President of Parks Edge Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

S/ SHIRLEY WALSH
(Signature of Notary Public)

(Notary Seal)

SCHEDULE "A"

The following lots, all situated in the First Replat of Port St. Lucie Section Forty-two, a Subdivision in St. Lucie County, Florida, according to the Plat thereof to be recorded in Plat Book 18 at Page 18 of the Public Records of St. Lucie County, Florida, are designated as single family residence lots as defined in the Declaration of Covenants and Restrictions to which this Schedule is attached.

| <u>Block</u> | <u>Lots</u> |
|--------------|-------------------|
| 3304 | Lots 1 through 45 |
| 3305 | Lots 1 through 57 |
| 3306 | Lots 1 through 16 |
| 3307 | Lots 1 through 16 |
| 3308 | Lots 1 through 28 |
| 3309 | Lots 1 through 23 |
| 3310 | Lots 1 through 32 |
| 3311 | Lots 1 through 13 |
| 3312 | Lots 1 through 33 |
| 3313 | Lots 1 through 23 |
| 3314 | Lots 1 through 18 |
| 3315 | Lots 1 through 8 |
| 3316 | Lots 1 through 24 |
| 3317 | Lots 1 through 23 |
| 3318 | Lots 1 through 35 |
| 3319 | Lots 1 through 8 |
| 3320 | Lots 1 through 7 |
| 3321 | Lots 1 through 12 |
| 3322 | Lots 1 through 34 |
| 3323 | Lots 1 through 13 |

TOTAL NUMBER OF LOTS - **468 Lots**

SCHEDULE "B"

DESCRIPTION OF COMMON PROPERTIES

The following described property, to wit:

Tract "J" situated in the First Replat of Port St. Lucie Section Forty-Two, a Subdivision in St. Lucie County, Florida, according to the plat thereof to be recorded in Plat Book 18 at pages 18 of the Public Records of St. Lucie Florida, is herewith designated as "Common Properties" as defined in the Declaration of Covenants and Restrictions to which this Schedule is attached.

Filed with Secretary Of State April 8, 1997

Recorded with The Circuit Court St. Lucie County Court Clerk on April 21, 1997