

**COVENANTS INDEX**

**CERTIFICATE OF AMENDMENT**  
**TO THE AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST LUCIE**  
**FALLS**  
**December 22, 2000**

1. Articles 1 and 2 amended

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**LOTS, COMMON PROPERTY, COVENANTS AND RULES AND**  
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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND**  
**RESTRICTIONS FOR ST LUCIE FALLS**  
**NOVEMBER 22, 1999**

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## **COVENANT INDEX**

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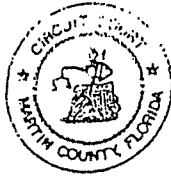
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**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
ST. LUCIE FALLS**

The Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls has been recorded in the public records of Martin County, Florida at Official Records Book 1448, Page 1294 et. seq. and amended at Official Records Book 1448, Page 1174, et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is amended as approved by the membership by vote sufficient for approval at a Special Members' Meeting held on October 24, 2000.

1. Articles 1 and 2 are hereby amended as follows:

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in this Amended and Restated Declaration shall have the following meanings:

3. "Lot shall mean and refer to the lots described in Exhibit A hereto, subject to the terms and provisions of this Amended and Restated Declaration. "Improved Lot" shall mean a lot with a completely finished, livable home connected to all utilities.

(The balance of Article I remains unchanged)

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

ARTICLE II  
LOTS, COMMON PROPERTY,  
COVENANTS AND RULES AND REGULATIONS

18. DOCKS.

No dock or similar structure shall be constructed by any Lot Owner on any portion of any lake within the Real Property.

(The balance of Article II remains unchanged)

2. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls was adopted by the membership by a vote sufficient for approval at a Special Members' Meeting held on October 24, 2000.

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

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 22 day of December, 2000.

WITNESSES:

ST. LUCIE FALLS PROPERTY  
OWNERS ASSOCIATION, INC.

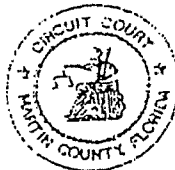
David B. Earle  
Witness #1 Signature

By: Nancy L. Smith  
Nancy L. Smith, its President

David B. Earle  
Printed Name of Witness

Nancy L. Smith  
Witness #2 Signature

Nancy L. Smith  
Printed Name of Witness



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AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
ST. LUCIE FALLS

THIS AMENDED AND RESTATED DECLARATION is made on the date shown below, by the lot owners of St. Lucie Falls, all members of the St. Lucie Falls Property Owners Association, Inc., a Florida not for profit corporation ("Association").

WITNESSETH:

WHEREAS, The real property described in Exhibit A ("Real Property") attached has been developed as a residential community known as ST. LUCIE FALLS; and

WHEREAS, a Declaration of Covenants and Restrictions for St. Lucie Falls was originally recorded in the public records of Martin County, Florida, at O.R. Book 516, Page 1401, and amended at O.R. Book 521, Page 1981; O.R. Book 539, Page 253; O.R. Book 551, Page 2232; O.R. Book 736, Page 2369; O.R. Book 0965, Page 1747; O.R. Book 1291, Page 1601; and O.R. Book 1324, Page 1058; and

WHEREAS, the lot owners of St. Lucie Falls, who are all members of St. Lucie Falls Property Owners Association, Inc., wish to amend, restate and confirm and continue certain covenants, restrictions, reservations and regulations for the purpose of preserving the value and quality of St. Lucie Falls; and

WHEREAS on the 1<sup>st</sup> day of November, 1999, at a duly called meeting of St. Lucie Falls Property Owners Association, Inc., this Amended and Restated Declaration of Covenants and Restrictions was approved by the affirmative vote of more than seventy-five percent (75%) of the lot owners.

NOW THEREFORE, this Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls is hereby confirmed and approved as a covenant running with the real property, and binding on all parties having a right, title or interest in said real property, or any part thereof, their heirs, personal representatives, successors and assigns.

It is the intent of this Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls that Amendment Seven, as recorded in O.R. Book 1324, Page 1058 of the public records of Martin County, Florida, be repealed and recorded in its entirety and be of no further force and effect. Developer, Homes at River Lodge, Inc., joins in the execution of this Amended and Restated Declaration of Covenants and Restrictions, and confirms the revocation of Amendment Seven.

## ARTICLE I DEFINITIONS

The following words and phrases when used in this Amended and Restated Declaration shall have the following meanings:

1. "Association" shall mean and refer to St. Lucie Falls Property Owners Association, Inc., a Florida corporation not-for-profit corporation, its successors and assigns, and which Corporation's Amended Articles of Incorporation and Amended By-Laws are attached to this Amended and Restated Declaration as Exhibits B and C, respectively. The Association is the entity responsible for the operation of St. Lucie Falls as hereinafter provided and has the authority to exercise the functions herein provided.
2. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Real Property (Exhibit A).
3. "Lot" shall mean and refer to the lots described in Exhibit A hereto, subject to the terms and provisions of this Amended and Restated Declaration.
4. "Common Property" or "Common Properties" shall mean and refer to those property(s) designated as Common Property or Common Properties and conveyed by Deed to the Association, as well as such other property, both real and personal, to which the Association hold title or any interest therein. The Association shall be responsible to maintain, repair, replace and insure the Common Property or Properties.
5. "Developer" shall mean HOMES AT RIVER LODGE, INC., a Florida corporation.
6. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

7. "Amended Articles" shall mean the Articles of Incorporation of the Association (Exhibit "B").
8. "Amended By-Laws" shall mean the By-Laws of the Association (Exhibit "C").
9. "Amended Declaration" or "Amended Declaration of Covenants and Restrictions" or "Amended Covenants and Restrictions" shall mean this Amended and Restated Declaration of Covenants and Restrictions for St. Lucie Falls.
10. "Association expenses" shall mean the expenses and charges described in this Amended and Restated Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the owners thereof.
11. "Occupant" shall mean the person or persons other than the Lot Owner in possession of the Lot.
12. "Assessment" shall mean a share of the Association expenses required for the payment of the Association expenses which from time to time are assessed against the Lots and Lot Owners.
13. "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.
14. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. The term "Institutional Mortgagee" shall also include the Developer, where the Developer is the holder of a mortgage on any portion of the Real Property.
15. "Architectural Control Committee" shall mean and refer to the committee appointed by the Board of Directors of the Association for the purposes set forth in this Amended Declaration of Covenants and Restrictions.

ARTICLE II.  
LOTS, COMMON PROPERTY,  
COVENANTS AND RULES AND REGULATIONS

1. NUISANCES.

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to any portion of the Real Property.

2. TEMPORARY STRUCTURES.

No structure of a temporary character, other than a home and additions thereto, as permitted by the Board of Directors of the Association, shall be permitted on any Lot at any time, either temporarily or permanently.

3. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of the Real Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Real Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Real Property.

4. USE OF LOT.

Lots shall be used for single family residential purposes only. There shall be only one residence on a Lot of such minimum size as specified in this Amended and Restated Declaration, Article 10. With advance approval of the Board of Directors, a home may be constructed on 2 lots but both lots will continue to be counted for all purposes, including voting and assessments.

Notwithstanding the above, there shall not be permitted any multi-family structures such as duplex, triplex, quadriplex or similar type multi-family structures on any Lot.

5. PROHIBITION ON BUSINESS OR COMMERCIAL USE.

No business or commercial use or activity which cannot obtain a Martin County Occupational License shall be conducted on Lots or within any improvement thereon.

6. PETS.

Two (2) domestic common household pets, i.e. a dog, cat, tropical fish, canaries or parakeets, shall be permitted to be kept on a Lot. A dog, or cat where applicable, shall be kept on a leash at all times when such pet is outdoors. A dog, or cat where applicable, shall not be left or kept outside of a home without the Lot Owner or occupant of the home being present outside of said home with said pet. Pets shall not be kept, bred or maintained for any commercial purposes, and pets causing or creating an unreasonable disturbance shall be permanently removed from the Lot and Real Property (the community) upon three (3) days' written notice from the Board of Directors of the Association. Any damage caused by a pet to any property, real or personal, within the Real Property, shall be the responsibility of the owner of said pet, and said owner shall pay for the costs of said repair or damage resulting from the act of the pet. Pets shall not be permitted upon any of the Common Properties or improvements thereto. No other animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Real Property.

7. PERSONS RESIDING IN ST. LUCIE FALLS.

No more than two (2) persons may reside in each bedroom within a home on a Lot on a permanent basis, except that individuals, collectively and not individually, in excess of this number may be permitted to visit and temporarily reside in a home for periods not to exceed sixty (60) days in any calendar year.

8. SENIOR LIVING COMMUNITY - AGE RESTRICTIONS

At least one permanent resident of each home located on a Lot must be at least fifty five (55) years of age or older and all permanent residents of the homes in St. Lucie Falls must be at least eighteen (18) years of age or older, as the St. Lucie Falls community is a Senior Living Community, with the following exceptions:

(a) This restriction shall not apply to parties already in residence on February 20, 1998.

(b) Guests in St. Lucie Falls who do not meet the above age restriction may visit and temporarily reside in any home located on a Lot for a period not to exceed sixty (60) days in any calendar year.

(c) This occupancy requirement shall not preclude the following occupancy: If a spouse or co-owner who is at least 55 years of age dies and is survived by spouse or co-owner who is under 55 years of age, the surviving spouse or surviving co-owner may still occupy the home located on a Lot in St. Lucie Falls, notwithstanding the fact that he or she has not attained the age of 55 years.

(d) This occupancy requirement shall also not prohibit occupancy by persons who obtain ownership of a home located on a Lot in St. Lucie Falls by devise or inheritance.

(e) It is hereby declared by this community that we desire and intend to provide and operate housing for older persons, intended for occupancy by at least one person fifty five (55) years of age or older per home located on each Lot and do in fact, represent housing for older persons as defined in Federal Fair Housing (Act of 1988 ((PUB.1.100-430)) with Subpart E 24 CFR Part 100 ← Housing for Older Persons Act of 1995 (HOPA), as Amended. It is specifically the desire and intention of this community to meet the exemption for housing for older persons as provided in the above statute. It is furthermore the intention of this Association to publish and adhere to policies and procedures which demonstrate an intention to provide housing for persons fifty five (55) years of age or older. The Board of Directors is hereby authorized to adopt reasonable rules, regulations and policies to carry out this intention.

#### 9. MOTOR VEHICLES, BOATS AND BOAT TRAILERS.

No motor vehicles, including but not limited to, passenger cars, motorcycles, trailers, recreation vehicles, motor homes, travel trailers, campers, vans, commercial vehicles, trucks, boats or boat trailers, shall be parked upon any swale area within the Real Property, except commercial vehicles and the like may be parked briefly for delivery purposes only. No commercial vehicles, recreation vehicles, motor homes, travel trailers, campers, motorcycles, boats or boat trailers, shall be parked in any driveway or upon any Lot or in any carport. Notwithstanding the foregoing, recreation vehicles, campers, boats, boat trailers, travel trailers and motor homes may be stored and placed in a storage area within the Real Property, as determined by the Association, provided that available space exists within such storage area. Storage space will be on a first come, first served basis. All requests for storage space shall be submitted in writing to the Association describing the vehicle to be stored. In the event storage space is unavailable within the storage area, vehicles which are not permitted to be parked or stored on a lot as provided herein must be stored outside of the Real Property, which consists of the St. Lucie Falls community. The Association reserves the right to limit storage space usage based on availability. All storage space that is made available, is at the sole risk of the Lot Owner using said space.

All motor vehicles which are permitted to be parked on a Lot shall be parked in an orderly and neat fashion in the driveway or carport. No motor vehicles will be permitted to be parked on a grassed or landscaped portion of a Lot or on a grassed or landscaped portion of a right-of-way in the community. No major mechanical or repair work shall be performed on any motor vehicle on a Lot, except that minor mechanical or repair work may be performed on a motor vehicle while it is parked only in the carport. Mopeds are permitted within the community provided that the engines of such mopeds are properly muffled. Mopeds and bicycles shall be parked within the carport.

#### 10. HOMES; RESIDENCES; REQUIREMENTS.

All homes shall be erected in accordance with all applicable governmental requirements. All single family residences, mobile homes and prefabricated homes shall comply with all requirements of Martin County Codes and Ordinances. Any home situate upon a Lot shall contain a minimum of seven hundred (700) square feet of floor space, and be at least twenty-three (23') feet in width and constructed with the following improvements: carport, screen porch or Florida room, utility or storage room, and lamp post. The under portion of any mobile home shall be obscured by skirting as approved by the Association. Removal or installation of a home shall be done by any bonded contractor, provided the Association's prior written approval as to said bonded contractor is first obtained. In the event the bonded contractor is employed by a Lot Owner for installation or removal of a mobile home or a prefabricated home, the Lot Owner employing said bonded contractor and the contractor shall be liable for any damage caused to streets, other lots, common property, utility lines or the like.

#### 11. RENTAL.

Rental of homes is permitted with prior notice to the Association. Lots without homes may not be rented. The minimum rental period is ninety (90) days.

#### 12. GARBAGE AND REFUSE DISPOSAL.

No Lot or the Common Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or otherwise, shall only be kept in sanitary covered containers or recepticals and all garbage, trash or refuse shall be placed in plastic trash bags which are securely tied and then placed in said containers or recepticals. Containers or recepticals must be located out of view from the street. Burning of trash or garbage on a Lot is prohibited.

13. WATER SUPPLY.

No individual water supply system shall be permitted on any Lot, except for irrigation purposes only, as long as the water obtained therefrom will not stain walls, landscape or other improvements upon a Lot. Should a sprinkler be used with a well, said system shall include a proper rust inhibitor, which said rust inhibitor shall be kept in good operating order at all times so as to prevent rust stains from being brought about through the use of the water from the sprinkler system. Potable water shall be supplied by Martin County or its successor.

14. SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any Lot. Sewage disposal shall be supplied by Martin County.

15. SIGNS.

No sign of any kind shall be displayed to the public view on any Lot or right-of-way abutting a Lot, except a sign of not more than four (4') square feet advertising the Lot for sale or rent.

16. CLOTHESLINES.

No clotheslines or similar type structure shall be permitted on any Lot or outside of a home, except for folding racks which shall be permitted on a Lot in such location as approved by the Association.

17. BOATING, SWIMMING AND FISHING.

No motorized boats or other water craft of any type or nature shall be permitted upon any lake within the Real Property, except those used in performing maintenance in a lake or its banks. Swimming is prohibited in any lake within the Real Property. Fishing from the shore of any lake within the Real Property is permitted.

18. DOCKS.

No dock or similar structure shall be constructed by any Lot Owner on any portion of any lake within the Real Property without the prior written approval of the Association.

19. ANTENNA.

No antenna of any type or nature shall be permitted on any Lot or on any home located on a Lot without the prior written approval of the Association. Satellite dishes under 1 meter in diameter may be installed pursuant to specifications adopted by the Association.

20. RULES AND REGULATIONS.

The Board of Directors of the Association may, from time to time, adopt or amend previously adopted rules or regulations governing the operation, use, maintenance, management and control of the Common Properties or the Lots within the Real Property.

21. COMMON PROPERTIES.

No alterations, addition or improvement to the Common Properties, except as provided in this Amended and Restated Declaration, shall be permitted, nor shall any person use the Common Properties or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

22. EASEMENTS.

Easements for vehicular and pedestrian ingress and egress, access, control, installation and maintenance of utilities and drainage facilities, shall be as shown on the plat of the Real Property, except for abandoned portions, or as granted or retained or reserved by the Association.

23. MAINTENANCE OF LOTS.

All Lots shall be maintained in a first class condition.

24. SHORELINES.

Shoreline contours of any lake within the Real Property shall not be changed without the prior written approval of the Board of Directors of the Association, and, where applicable, any governmental authority having jurisdiction thereof. No Lot shall be increased in size by filling in any lake, if any, which it may abut.

25. FENCES, WALLS AND HEDGES.

Fences, walls and hedges shall be permitted on Lots provided that such fences, walls and hedges shall be constructed only of such materials as approved by the Board of Directors of the Association, and provided such fences, walls and hedges shall not exceed a maximum height of five (5') feet.

26. BUILDING, LANDSCAPING AND OTHER IMPROVEMENTS AND ZONING REGULATIONS.

All improvements and landscaping, where applicable, shall comply with the applicable minimum standards and zoning laws in force at the applicable time, subject to obtaining variances to such standards or zoning. The foregoing also applies to the location of all homes, buildings and improvements, including landscaping of any type, provided, however, prior to any building or improvement being constructed or home or landscape installed, the written approval of the Association, through the Architectural Control Committee, shall be first obtained.

27. WINDOWS AND GLASS DOORS.

No Lot Owner shall be permitted to place aluminum foil or similar type material or paper upon any window or glass doors of a home.

28. NO STORAGE UNDER MOBILE HOME.

No storage of any type or nature shall be permitted under a mobile home.

ARTICLE III  
COMMON PROPERTIES

The Developer has conveyed unto the Association, as a representative of the members, the property described in the attached Exhibit A. This property shall be known as the "Common Properties", and shall be managed, operated and maintained by the Association in a first class condition.

ARTICLE IV.  
MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot shall be a member of the Association. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the membership of the Association. Such person shall be known as (and is hereinafter referred to as) a "Voting Member". A Lot Owner shall have the number of votes equal to the number of Lots owned. If a Lot is owned by more than one person, the owners of said Lot shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Amended By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE V.  
COVENANTS OF ASSOCIATION AND LOT OWNERS  
AS TO MAINTENANCE, TAXES AND OTHER MATTERS.

I. ASSOCIATION.

The Association shall govern, operate, control and manage the Lots and Common Properties within the Real Property pursuant to the terms and provisions of this Amended and Restated Declaration and the Association's Amended Articles of Incorporation and Amended By-Laws. The Association shall at all times pay the Real Property ad valorem taxes and any other taxes on the Common Properties if said taxes are billed to the Association and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for the maintenance, management, repair, upkeep and replacement of Common Properties, if any, and if permitted by the applicable governmental authorities and this Amended and Restated Declaration, which may be located thereon and other matters as follows:

(a) Maintain, repair, replace, operate and manage the Common Properties and all improvements constructed thereon or made to the Common Properties, and pay the Real Property ad valorem taxes, other taxes and governmental liens assessed against the Common Properties and billed to the Association and obtain and pay premiums for public liability insurance as to the

Common Properties and obtain and pay the premiums for fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Properties to the extent determined by the Board of Directors of the Association. The aforesaid insurance policies shall be in the name of the Association and for the benefit of the Association and its members and such other parties as the Association determines. The aforesaid insurance policies shall be in such amounts, subject to such conditions, and contain such provisions, including deductible provisions, as the Board of Directors of the Association determines in their sole discretion. The Board of Directors of the Association may obtain such other type of insurance as they deem advisable. The Common Properties shall be maintained, repaired and replaced, if required, by the Association as provided herein and shall be maintained and repaired in first-class condition. Should real property ad valorem taxes or other taxes or governmental liens as to Common Properties be assessed against and billed to Lot Owners, the Board of Directors of the Association shall have the right to determine, in their sole discretion, if the Association should pay all or any portion of the tax bill or tax bills for such taxes or liens and such amount as they determine shall be paid by the Association shall be levied as a special assessment pursuant to the applicable provisions of this Amended and Restated Declaration. The Association and its designees, by recording of the original Declaration, were granted and are hereby confirmed a perpetual easement over, through, under and across the Real Property for the sole and exclusive purpose of maintaining, repairing and replacing the Common Properties, provided such easements shall not interfere with the improvements constructed upon the Lots. Notwithstanding the foregoing, the public liability insurance policy required hereunder shall contain a severability of interest clause which precludes the insurer from denying a claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. Further, the coverage of the public liability insurance must be for at least \$1,000,000.00 per occurrence for property damage and/or personal injury. The fire and extended coverage insurance required hereunder shall provide coverage for 100% of the replacement cost of the insurable Common Property and the Association shall be the named insured under said policy for itself and for the benefit of the Lot Owners. The insurer under the fire and extended coverage insurance (hazard insurance) shall have a financial rating by Best's Insurance Reports of Class VI or better, however, Class V shall be accepted if it has a general policy holder's rating of at least "A."

(b) The Association shall obtain a fidelity bond or fidelity insurance for the Board of Directors of the Association and for such other persons, as determined by the Board of Directors of the Association, who handle or are responsible for Association funds.

(c) The lamp post shall be installed on each Lot upon construction of the home. The lamp posts shall be maintained and repaired by the Association, which maintenance shall also include replacement of bulbs contained therein. By its execution of the original Declaration, the Developer granted unto the Association and its designees, a perpetual non-exclusive easement over, through and across that portion of the Lot required for access to said lamp posts in order for the Association to perform its duties as required hereunder, provided, however, that said easement shall not interfere with any improvements constructed upon a Lot. Notwithstanding the foregoing, should a lamp post be damaged as a result of the negligence of a Lot Owner, his family, guests, servants, or invitees, the applicable Lot Owner shall be responsible for the costs of repair or replacement of said lamp post, and the Association shall have the right to levy an assessment against the owner of said Lot for such costs, which assessment shall have the same force and effect as all other assessments; further, the Association shall have the right to file a lien against the said Lot for said assessment.

(d) The Association shall be responsible for waste (refuse) collection within the St. Lucie Falls community. The Association shall have the right to contract with independent contractors for the purpose of such waste collection. Waste shall be placed in such containers as required by the Association, and deposited by each Lot Owner in the place designated by the Association.

(e) The Association shall also provide water and sewer service to the lots. Water and sewer service shall be billed directly to the unit owner, based upon the billing from Martin County Utilities, based upon meter readings as determined at regular intervals. The Association may also, at its discretion, provide bulk cable service.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be shared on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board of Directors to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Amended and Restated Declaration or the Amended and Restated By-Laws of the Association. The Board of Directors of the Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Amended and Restated Declaration or the By-Laws. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual basis or as otherwise determined by the Board of Directors of the Association.

## 2. LOT OWNERS.

Each Lot Owner shall be responsible for the maintenance, repair and replacement of all improvements, fences, walls, hedges and landscaping on his Lot, and such other areas as provided herein, except for the lamp posts and bulb contained therein, which is to be maintained and repaired by the Association.

Each Lot Owner shall maintain his Lot, together with the area between his Lot and the pavement, i.e., street, and one-half (1/2) of the unpaved alley, i.e., to the center line of the alley, as such property lies between the applicable Lot Owner's Lot and the center line of said alley.

As to the areas required to be maintained, as provided above, said Lot Owners shall maintain said areas in first class condition. All landscaped areas, including grass, bushes and trees, shall be neatly trimmed and maintained. Maintenance shall be on such schedule as is determined by the Association.

## ARTICLE VI. MAINTENANCE OF LOTS AND IMPROVEMENTS AND LANDSCAPING THEREON

In the event a Lot Owner shall fail to maintain his Lot or improvements and landscaping thereon, as required by this Amended and Restated Declaration, the Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association and after fifteen (15) days written notice to the applicable Lot Owner, shall have the right, but not the obligation, through its agents, employees, or designees, to enter upon said Lot and to repair, maintain and restore the Lot and improvements and landscaping thereon to the condition required by this Amended and Restated Declaration. The sums expended by the Association to repair, maintain, and restore a Lot and improvements thereon shall be added to and become part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Amended and Restated Declaration and the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of the Association, and such lien shall be entitled to be foreclosed as elsewhere provided in this Amended and Restated Declaration. In addition to the foregoing, the Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association, shall have the right to file an action against the applicable Lot Owner for mandatory injunctions, damages and such other relief as the court may entertain. Should the Association file an action in the applicable court, it shall be entitled to recover its court costs and attorneys' fees, including court costs and attorneys' fees in any appellate action.

ARTICLE VII.  
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Association shall have a lien against all Lots, together with all improvements thereon, for their applicable share of the assessments due the Association. The lien herein granted relates back to the recording of the original Declaration in the Public Records of Martin County, Florida, which is hereby reconfirmed. Each owner of any lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as provided in this Amended and Restated Declaration, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall be a charge on the Lots and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot at the time when the assessment became due.

2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be for the purpose as defined and set forth in this Amended and Restated Declaration of Covenants and Restrictions and for such other purposes as the Board of Directors of the Association determines.

3. ANNUAL ASSESSMENTS.

The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as set forth in this Amended and Restated Declaration of Covenants and Restrictions and Exhibits thereto and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which may be prepared and adopted by the Board of Directors prior to the commencement of the applicable calendar year. Should the Board of Directors fail to adopt a budget for a particular calendar year as required, the budget for the year preceding such calendar year shall continue in force; provided, however, the Board of Directors shall have the right to

adopt a budget for a calendar year after commencement of the applicable calendar year. The Association shall be on a calendar year basis. Assessments shall be payable monthly, quarterly, semi-annually or annually or at such other time as determined by the Board, in advance as determined by the Board, and shall be due on the first day of the applicable period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all Lots on an equal basis.

4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular, annual assessments. Special assessments shall be shared equally by each Lot and shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure in details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Association. Notwithstanding the foregoing, certain special assessments may be charged against certain Lots in differing amounts pursuant to this Amended and Restated Declaration.

5. DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Association are to fix and determine the regular annual assessments and special assessments of the Association and those duties as are specifically provided for in this Amended and Restated Declaration and in the Association's Amended By-Laws and Amended Articles of Incorporation.

6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with a late charge and such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the applicable Lot which shall bind such Lot in the hands of the Lot Owner, his heirs, devisees, personal representatives, successors and assigns and shall also be the personal obligation of the Lot Owner.

If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the rate not to exceed fifteen (15%) percent per annum and there shall also be due and payable, as to such assessment, a late charge not to exceed the amount of \$50.00 per monthly assessment or portion thereof past due and costs and attorneys' fees incurred in collecting such assessment. The Association may bring an action against the Lot Owner obligated to pay the same or to foreclose a lien against the Lot. There shall be added to the amount of such assessment reasonable attorney's fee and costs incurred in collecting such assessment, and in the event that judgment is obtained, such judgment shall include interest on the assessment and late charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of this action, including attorneys' fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien for assessments provided for in this Amended and Restated Declaration and Exhibits hereto shall be superior to all other liens, except tax liens, mortgage liens in favor of an Institutional Mortgagee and mortgage liens in favor of any mortgagee(s) under mortgage(s) executed by the Developer as mortgagor. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of a Lot pursuant to a decree of foreclosure or where the mortgagee takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

ARTICLE VIII  
ARCHITECTURAL CONTROL

No building, fence, wall, sign, storage shed, storage tank, landscape or other structure shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by (a) the Architectural Control Committee, and (2) the appropriate governmental authority. Each request for approval shall be accompanied by such fee as may be determined by the Board of Directors of the Association, and such fee shall be made payable to the Association. In the event the Architectural Control Committee fails to approve or

disapprove such design and location within thirty (30) days after complete plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All requests for approval hereunder shall be mailed or delivered to:

ST. LUCIE FALLS PROPERTY OWNERS ASSOCIATION, INC.  
9000 Pennsylvania Avenue  
Stuart, Florida 34997

or such other address as shall from time to time be on file with the Association for such Committee.

The Architectural Control Committee shall be composed of a minimum of three (3) persons who are members of the Association.

## ARTICLE IX GENERAL PROVISIONS

### 1. DURATION.

The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Real Property described in Exhibit A, and shall inure to the benefit of and be enforceable by the Association or the Lot Owner of any Lot subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded in the Public Records of Martin County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Amended and Restated Declaration is terminated at the end of such initial twenty (20) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Association held not less than five (5) years prior to the end of the initial term of twenty (20) years or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Martin County, Florida.

## 2. AMENDMENTS.

This Amended and Restated Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of the Voting Members, however, no amendment shall change a Lot's proportionate share of Association expenses or the provisions of Article IV of this Amended and Restated Declaration unless the record owners of the applicable Lot join in the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights and priorities of any mortgagee or change the provisions of this Amended and Restated Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of Record. Any amendment must be recorded in the Public Records of Martin County, Florida.

## 3. NOTICES.

Any notice required to be sent to any Lot Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the Association at the time of such mailing. The term Lot Owner as used herein shall also mean Association member.

## 4. ENFORCEMENT.

The Association or any Lot Owner shall have the right to enforce these covenants and restrictions 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 violation of the covenant(s) or restriction(s) or to recover damages, and against the applicable Lot to enforce any lien created by these covenants. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions, or recover damages or to enforce any lien created by these covenants and restrictions the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

## 5. SEVERABILITY.

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

6. ADDITIONAL DEFINITION.

The terms "section" and "paragraph" where used in this Amended and Restated Declaration and the Association's Amended and Restated By-Laws and Articles of Incorporation are synonymous unless the context otherwise requires. The terms "land" and "property" are synonymous unless the context otherwise requires.

7. BY-LAWS AND ARTICLES OF INCORPORATION.

The Amended Articles of Incorporation and Amended By-Laws of the Association are attached to this Amended and Restated Declaration and marked Exhibits C and D, respectively.

8. GENDER AND PLURAL.

The use in this Amended and Restated Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa.

9. UNIT DESTRUCTION.

Should a residence on a Lot be destroyed or damaged by fire, such shall be immediately removed from the Lot or repaired. Where a home is destroyed and a new home is to be placed upon the Lot, said home shall be substantially similar in size and type as the home which it is replacing, provided such home must first be approved, in writing, by the Architectural Control Committee.

10. ENCROACHMENTS.

In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, mobile home, building or any other structure as originally constructed on any Lot or the Common Properties, encroaches on another Lot or Common Property, it shall be deemed that the owner of such Lot encroached upon or the Association has granted a perpetual easement to the owner of the encroachment for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, mobile home, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, sewer lines, utility lines, sprinkler system, mobile home, building or structure if same are

constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

11. COMMON PROPERTY PROHIBITIONS.

The Association shall not abandon, partition, subdivide, encumber, mortgage, sell or transfer the Common Property without the affirmative approval of not less than sixty-six and 2/3 percent (66 2/3%) of the voting members of the Association obtained at a meeting of the Association, which meeting shall be held in accordance with the Amended By-Laws.

12. USE OF INSURANCE PROCEEDS.

Hazard insurance proceeds (fire and extended coverage insurance proceeds) shall not be used by the Association for other than the repair, replacement or reconstruction of the Common Property where damage occurs to said Common Property, unless the use of such proceeds for purposes other than as required by this paragraph are first approved by not less than sixty-six and 2/3 percent (66 2/3%) of the voting members of the Association at a meeting of the Association, held in accordance with the By-Laws.

13. FIRST MORTGAGEE ADVANCEMENT OF TAXES AND INSURANCE PREMIUM.

Should the Association fail to pay the Real Estate Ad Valorem Taxes or Personal Property Taxes assessed against the Common Property or should the Association fail to pay the premiums on the Fire and Extended Coverage Insurance Policy required to be maintained by the Association, any first mortgagee(s) holding a mortgage(s) on a Lot(s) may pay said taxes, premium on the Fire and Extended Insurance Policy if said policy required to be obtained by the Association has lapsed, and following such advance by a first mortgagee(s) the Association shall immediately reimburse said first mortgagee(s) for said advances. Nothing contained in this paragraph shall obligate any first mortgagee to pay taxes or insurance premiums or obtain insurance policies of any type or nature with respect to the Common Property.

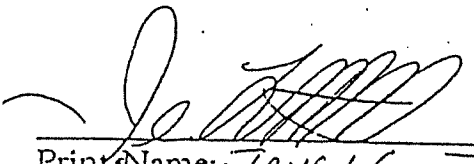
14. NOTICE OF DEFAULT TO MORTGAGEE.

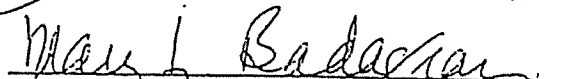
Should a Lot Owner default in paying regular annual assessments or special assessments of the Association and such default shall not be cured within sixty (60) days, the Association shall notify, where applicable, the holder of the first mortgage on

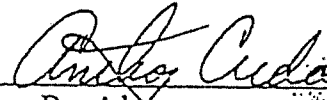
the Lot of said Lot Owner, provided that said holder of the first mortgage has advised the Association in writing that it holds a first mortgage on the applicable Lot. The notification requirement contained in this paragraph shall not prohibit or in any way limit the right of the Association to foreclose a lien recorded against a lot for non-payment of regular annual assessments or special assessments of the Association.

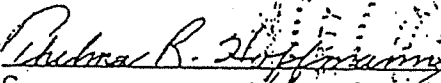
IN WITNESS WHEREOF, the undersigned entities have caused these presents to be signed by their proper officers, and their corporate seals to be affixed, this 22<sup>nd</sup> day of November, 1999.

ST. LUCIE FALLS PROPERTY  
OWNERS ASSOCIATION, INC.,  
A Florida not for profit corporation

  
Print Name: JANE L. CORNETT

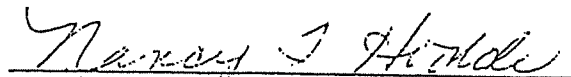
  
Print Name: MARY L. BADAGIAN

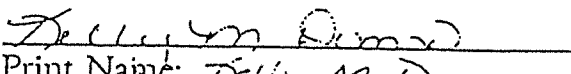
By:   
President

Attest:   
Secretary

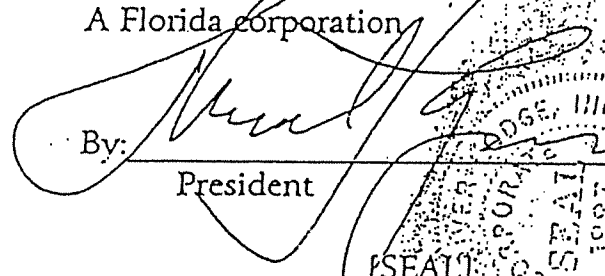
[SEAL]

Signed, sealed and delivered  
in the presence of:

  
Print Name: NANCY T. HEIDLE

  
Print Name: KELLY M. DUNN

HOMES AT RIVER LODGE, INC.  
A Florida corporation

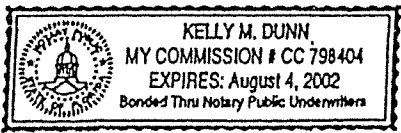
By:   
President

[SEAL]

STATE OF FLORIDA     )  
                                      )  
COUNTY OF MARTIN    )

BEFORE ME, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Michael J. Locigno known to me to be the individual described in and who executed the foregoing instrument as President of the above named HOMES AT RIVER LODGE, INC., a Florida corporation, and acknowledged to and before me that he executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 23<sup>rd</sup> day of November, 1999.

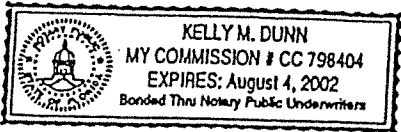


Kelly M. Dunn  
Notary Public, State of Florida

STATE OF FLORIDA     )  
                                      )  
COUNTY OF MARTIN    )

BEFORE ME, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Anthony Cuda and Thomas R. Kellerman, known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named ST. LUCIE FALLS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 23<sup>rd</sup> day of November, 1999.

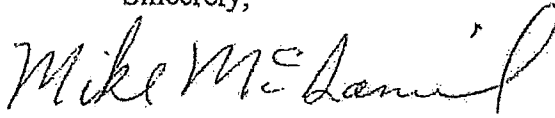


Kelly M. Dunn  
Notary Public, State of Florida

Elizabeth P. Bonan, Esquire  
DEO-12-062  
Page 2 of 3

If you have any questions concerning this matter, please contact David L. Jordan, Assistant General Counsel at (850) 717-8527 or Paul Piller at (850) 717-8501.

Sincerely,



for J. Thomas Beck, AICP  
Director, Division of Community Development

NOTICE OF RIGHTS

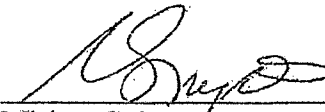
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BLDG., MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 31<sup>st</sup> day of May, 2012.

  
\_\_\_\_\_  
Miriam Snipes  
Agency Clerk

By U.S. Mail:

Elizabeth P. Bonan, Esq.  
Ross, Earle & Bonan, P.A.  
Royal Palm Financial Center, Suite 101  
789 South Federal Highway  
Stuart, FL 34994

By Interoffice Delivery:

David L. Jordan  
Assistant General Counsel  
Department of Economic Opportunity  
Office of the General Counsel  
107 East Madison Street, MSC 110  
Tallahassee, Florida 32399-4128

Paul Piller  
Community Program Manager  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, Florida 32399-4210