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MARTHA O. HAYNIE, COMPTROLLER

ORANGE COUNTY, FL

01/28/2004 08:58:47 AM

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This instrument prepared
by and return to:
Frank A. Ruggieri, Esq.
Larsen & Associates, P.A.
55 E. Pine Street
Orlando, Florida 32801

CERTIFICATE OF AMENDMENT
EMERALD FOREST ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY THAT the attached **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EMERALD FOREST**, amending the Declaration of Emerald Forest Orange County Homeowners Association, Inc., recorded at Official Records Book 4929, Page 4553, Public Records of Orange County, Florida, and previously amended at Official Records Book 5327, Page 2967, Public Records of Orange County, Florida, was duly adopted pursuant to Article XI, Section 5 of said Declaration, by a majority of the Association's Board of Directors at a duly called and held meeting of the Board on the 14th day of August, 2003.

**EMERALD FOREST ORANGE
COUNTY HOMEOWNERS
ASSOCIATION, INC.**

ATTEST:

[Signature]
Witness Signature

By: [Signature]
KEVIN ROGERS, as President

Print Name: M. Andrew Bulla

[Signature]
Witness Signature

Print Name: Sharon DeKiddler

CORPORATE SEAL:

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of December,
~~1999~~, by Kevin Rogers, as President of EMERALD FOREST ORANGE COUNTY
2003

HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

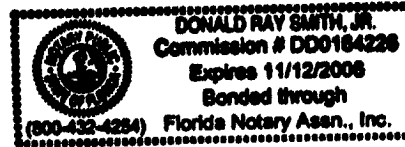
Donald Ray Smith, Jr.

Notary Signature

Printed Name:

Commission #

My Commission Expires:



This instrument was prepared by
and should be returned to:

Frank A. Ruggieri, Esquire
Larsen & Associates, P.A.
55 East Pine Street
Orlando, FL 32801
Phone: (407) 841-6555
Fax: (407) 841-6686

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESCTRCTIONS FOR EMERALD FOREST**

THIS AMENDMENT is made and entered into this 14th day of August, 2003, by the Emerald Forest Orange County Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "HOA").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for "HOA", was duly adopted by Engle Homes/Orlando, Inc., a Florida Corporation, as Developer of the Emerald Forest Community, and the same was recorded on August 11, 1995 at Official Records Book 4929, Page 4553, Public Records of Orange County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XI, Section 5 of the Declaration, the Declaration may be amended at any time upon the approval of at least 2/3 (two-thirds) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; and

WHEREAS, the Declaration was previously amended by the DEVELOPER at Official Records Book 5327, Page 2967, Public Records of Orange County, Florida; and

WHEREAS, the HOA, by and through the BOARD has determined that the following Amendment to the Declaration is necessary and beneficial to the preservation and management of EMERALD FOREST and the operation of the Emerald Forest Orange County Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises, the HOA hereby makes the following Second Amendment to the Declaration:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Article VI, Section 2 of the Declaration is hereby amended to read as follows: (we added a new subparagraph b) for clarity and then re-lettered the rest)

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 and in particular for the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the ASSOCIATION;
- (b) Payment of the amount due for the maintenance of the common recreation area and entrance road;
- (c) Payment of amounts due the Master Association in accordance Article VII;
- (d) Lighting, improvement and beautification of Streets and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;
- (e) Management, maintenance, improvement and beautification of parks, entrance features, lakes, ponds, buffer strips, and recreation areas and facilities;
- (f) Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;
- (g) Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property;
- (h) Maintenance and repair of easements shown on any recorded subdivision plat.

3. Article VII, paragraph two of the Declaration is amended to read as follows:

If the ASSOCIATION has not collected its assessments from a MEMBER(S), it shall notify the Master Association of the name and address of such MEMBER (S). The Master Association shall be entitled to rely upon the information given by the ASSOCIATION regarding delinquencies, and may impose a lien upon such delinquent OWNER's Lot in accordance with the Master Declaration. However, the Master Association, in its sole discretion, may elect to collect Master Association Annual Assessments and other charges directly from any MEMBER in accordance with the Master Declarations. The ASSOCIATION is required to pay the Master for all assessments on behalf of each of its Lots whether or not they have collected from each of the Lot Owners.

4. Article VII, Section 3 of the Declaration is amended to read as follows:

Section 3. Master Association Special Assessments. The Master Association Board may levy Master Association Assessments other than annual operating assessments (referred to as "Master Association Special Assessments") at any time to exercise its responsibilities as provided in the Master Declaration. The Master Association Special Assessment may be levied in the event that the Master Association Annual Assessment is insufficient to pay the Master Association Common Expenses for the fiscal year; or in the event that the Master Association reserves are insufficient to cover necessary expenditures for Improvements or replacement; or to retire indebtedness incurred to improve the Common Area of Buena Vista Woods; or any other purposes that relate to the members of the Master Association. When the Master Association levies a Master Association Special Assessment, the ASSOCIATION shall collect such Master Association Special Assessment directly from each OWNER and remit payment thereof promptly to the Master Association. Also a Master Association Special Assessment may be levied by the Master Association against an individual Lot of an OWNER for any violation of the Master Declaration, as authorized in the Master Declarations, Articles of Incorporation and/or Bylaws.

5. Article VIII, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Duties. ARB shall have the following duties and powers:

- (a) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.
- (b) to approve any such building plans and specifications and Lot grading and landscaping plans and the conclusion and opinion of the ARB shall be binding. if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, alteration, etc. is not consistent with planned development of the Property; and
- (c) to require to be submitted to it for approval any samples of any building materials proposed or any data or information necessary to reach its decision.
- (d) The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscape aspects of any improvements or development of individual units or buildings, as well as the general plan for the development of any individual Lot or subdivision, track or parcel of land within the Property. All construction and development within the Property is subject to local governmental control. Provided, further, that the ARB may, in its sole discretion, impose standards of architectural and landscaping design, building, setback lines or the general plans for development, which standards may be greater or more stringent than standards in applicable building, zoning, planning or other governmental codes. Such further rules and regulations that the ARB deems necessary to carry out its functions and purposes hereunder shall be adopted and referred to as the "Architectural Review Board Criteria." Said Architectural Review Board Criteria shall be filed with and made a part of the ASSOCIATION'S minutes and shall be binding on all Members once the Architectural Review Board Criteria have been adopted and made a part of the

ASSOCIATION'S minutes and mailed to all Members at the address provided by each Member.

6. Article IX, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, whether or not formal legal proceedings are instituted to compel compliance on the part of an OWNER, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article VI.

7. A new Article IX, Section 7 is hereby created for incorporation into the Declaration and is to read as follows:

Section 7. Circumventing the Association. Any Emerald Forest homeowner or their representative who contacts the Emerald Forest HOA association attorney directly, without first trying to resolve their question or concern with either the EFHOA property manager or the Emerald Forest board, shall be liable for any attorney's fees associated with responding to the homeowner or their representative. Those fees shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Article or Article VI.

8. Article X, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry without prior express written permission from the ARB. Any approved clotheslines must be of temporary construction, and may only be used in the rear of the Lot, and must be removed when not in use.

9. Article X, Section 3 of the Declaration is hereby amended to read as follows:

Section 3. Antennas, Aerials, Disks, and Flagpoles. No outside antennas, antenna poles, antenna masts satellite television reception devices, electronic devices, antenna towers or citizen banned (CB) or amateur band (ham) antennas shall be permitted ~~except as approved in writing by the ASSOCIATION~~ without prior express written permission from the ARB. A flag pole for the display of the American flag or any other flag shall be permitted only ~~if first approved in writing by the ASSOCIATION~~ after receiving prior express written permission from the ARB, both as to its design, height, and location and type of flag to ensure it is displayed in a tasteful manner as required by Chapter 720, Florida Statutes. No flagpole shall be used as an antenna.

10. Article X, Section 4 of the Declaration is hereby amended to read as follows:

Section 4. Games and Play Structures. The locations, materials and design of all basketball backboards and any other fixed games and play structures shall be subject to the prior express written permission ~~advance written approval~~ of the ARB. Subject to such approval from the ARB, all basketball backboards and any other fixed games and play structures shall be maintained by each respective OWNER in first-class condition and repair. Tree house or platforms of a like kind, character, or nature shall not be constructed ~~on any part of the Lot located in front of the rear line of the Improvement constructed thereon~~ between the rear line of the residence constructed or proposed to be constructed upon said Lot and the street fronting said Lot. For the purposes of this provision, the term "residence" shall be deemed not to include screened enclosures or other attachments not included in the primary living structure.

11. Article X, Section 5 of the Declaration is hereby amended to read as follows:

Section 5. Litter. No garbage, trash, ~~refuse, rubbish, recyclables,~~ or yard waste shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. All garbage, trash, refuse, rubbish,

recyclables or yard waste shall be placed along the curb at the front of the Property after 8:00 p.m. on the night prior to the specified collection days.

12. Article X, Section 6 of the Declaration is hereby amended to read as follows:

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the ASSOCIATION'S prior ~~written consent~~ express written permission.

13. Article X, Section 8 of the Declaration is hereby amended to read as follows:

Section 8. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the ~~DEVELOPER, except with the~~ ASSOCIATION or an individual or entity contracted by the ASSOCIATION for the purpose of maintaining or improving the Common Property, unless prior written approval of the BOARD is obtained.

14. Article X, Section 9 of the Declaration is hereby amended to read as follows:

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior express written consent of the BOARD.

15. Article X, Section 10(a) of the Declaration is hereby amended to read as follows:

Section 10. Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas without the prior express written permission of the ASSOCIATION.

(b) No OWNER shall in any way deny or prevent ingress and egress by ~~the DEVELOPER,~~ the ASSOCIATION or the Master Association to any drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby specifically reserved and created in favor of the

~~DEVELOPER~~, the ASSOCIATION, the Master Association or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any drainage areas on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established drainage areas that have been or may be created by easement without the prior written consent of the ASSOCIATION. ~~or the DEVELOPER.~~

16. Article X, Section 12 of the Declaration is deleted in its entirety and the following provisions are substituted in its place and stead as follows:

Section 12. Signs. No signs, free-standing or otherwise installed, shall be erected or displayed to the public view on any Lot or from within any residence without the prior express written permission of the ARB, with the exception of the following:

- (a) A "For Sale" or "For Rent" sign of not greater than five (5) square feet in size, hung from a wooden cantilever post, and being of the standard pre-printed type commonly used by realtors, which may only be located in the front yard of the Lot, and which must be removed within forty-eight (48) hours after the sale closing or rental occupancy.
- (b) Pre-printed standard political signs supporting candidates for election, which must be removed within forty-eight (48) hours after the election is concluded.

17. Article X, Section 14 of the Declaration is hereby amended to read as follows:

Section 14. Solar Collectors / Solar Heaters. Solar Collectors and/or Solar Heating units shall not be permitted without the prior ~~written consent of the ARB.~~ express written permission of the ARB. Any Approval of the ARB shall require that the solar collectors and/or Solar Heating Units be so located on the Lot or residence such that they are not visible from any the front Street and that there visibility from surrounding lots is ~~restricted~~ minimized. In accordance with Florida State Statutes protecting an individual's right to use renewable resources, an allowance to locate Solar Collectors and/or Solar Heating Units on the front of the Lot or residence will be made only upon receipt of written justification from a professional

installer or manufacturer that such location is the only one that will provide for effective operation.

18. Article X, Section 17 of the Declaration is hereby amended to read as follows:

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all maintenance or repairs to disabled vehicles within the Property must be completed within two (2) six (6) hours from its immobilization, or the vehicle must be removed.

19. Article X, Section 18 of the Declaration is hereby amended to read as follows:

Section 18. Prohibited Structures. No structure of a temporary character including but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the prior express written permission of the ARB.

20. Article X, Section 24 of the Declaration is deleted in its entirety and a new Article X, Section 24 is hereby adopted in its place and stead:

Section 24. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article X by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One-Hundred Dollars (\$100.00) per day may be imposed by the ASSOCIATION for each day a violation continues given the following conditions:

- (a) Fines may only be imposed after written notification by the ASSOCIATION and an opportunity for a hearing before a committee of at least three (3) Members appointed by the BOARD who are not officers, directors or employees of the ASSOCIATION, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee by a majority vote does not approve a proposed fine, it may not be imposed.
- (b) The requirements of this subsection do not apply to the fines imposed upon a Member because of the failure of the Member to pay assessments or other charges when due if such action is authorized by the governing documents.

- (c) All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days, the amount of such fine shall accrue interest at the highest rate allowed by law, and shall be treated as a special assessment as provided in Article VI.

21. Article X, Section 25 of the Declaration is hereby created for incorporation into the Declaration and is to read as follows:

Section 25. Rentals. The rental of any residence must be documented in a formal rental/lease agreement, which must be subsequently registered with the ASSOCIATION within thirty (30) days of signature. The rental/lease must be for a period of not less than twelve (12) months and must be entered into between the OWNER and a single person, couple or family. Rentals or leases to a group of individuals or families are strictly prohibited. The rental/lease agreement must strictly prohibit the ability to sublease to any third party.

19. A new Article X, Section 26 is hereby created for incorporation into the Declaration and is to read as follows:

Section 26. Home Businesses. OWNERS agree to use their property for residential purposes only. Use of the Property for business purposes is a violation of local zoning ordinances.

19. A new Article X, Section 27 is hereby created for incorporation into the Declaration as is to read as follows:

Section 27. Repetitive Group Events. Residences may not be used for the purpose of conducting group meetings or events on a regular basis. Any group meeting or event must not cause traffic or safety problems due to cars parking on both sides of the streets, nor cause a nuisance to the neighbors due to cars parking on their property or attendees walking across or through their property.

23. Article XI, Section 5 to the Declaration is hereby amended to read as follows:

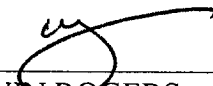
~~Section 5. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of~~

~~the Property, the DEVELOPER~~ The ASSOCIATION may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the ~~DEVELOPER~~ ASSOCIATION only. This Declaration may ~~also~~ be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION.; ~~provided, however, that so long as the DEVELOPER owns any portion of the Property, no amendment shall be effective without the DEVELOPER's express written joinder and consent. No amendment to this Declaration shall be effective without the Master Association's express written joinder and consent.~~

24. Article XI, Section 6 of the Declaration is hereby amended to read as follows:

Section 6. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. ~~However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.~~

EMERALD FOREST ORANGE
COUNTY HOMEOWNERS
ASSOCIATION, INC.

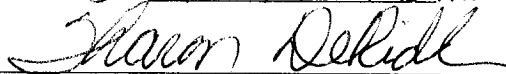


KEVIN ROGERS, as President

Signed Sealed and Delivered
In the presence of:



Print Name: M. Nedem Butta



Print Name: Sharon DeRidder

STATE OF FLORIDA
COUNTY OF Orange

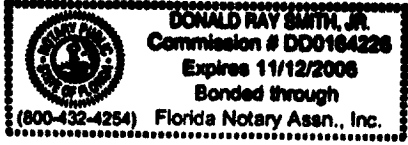
THE FOREGOING instrument was acknowledged before me this 15th day of December 2003, by Kevin Rogers, the President of the above named corporation, who is personally known to me or

produced identification (type of identification produced)

LAST PAGE

~~_____~~
~~_____~~

Donald Ray Smith, Jr.



Printed Name:
Notary Public - State of Florida
My Commission Expires:
Commission No.: