

Prepared by and return to:
Charles W. McKinnon, Esq.
1405 Ocean Drive
Vero Beach, FL 32963
Courthouse Box #94

CERTIFICATE OF AMENDMENT

1497271
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1666 PG:1829, Page1 of 23
12/04/2003 at 12:28 PM,

KNOW ALL MEN BY THESE PRESENTS:

JEFFREY K BARTON, CLERK OF
COURT

THIS CERTIFICATE OF AMENDMENT is executed this 20th day of NOVEMBER,
2003 by the President and Secretary of Catalina Oaks Homeowners Association, Inc., a Florida
corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Catalina Oaks dated the
24th day of July, 1989, hereinafter referred to as "Declaration", which governs Catalina Oaks
Subdivision was recorded in Official Records Book 831, beginning at Page 1186, Public Records
of Indian River County, Florida, on July 25, 1989; and

WHEREAS, the Declaration was amended by that certain Certificate of Amendment
recorded in Official Records Book 918, beginning at Page 2967, Public Records of Indian River
County, Florida, on December 26, 1991; and

WHEREAS, pursuant to Article X of the Declaration, the Association has taken the
necessary steps to conduct a Special Meeting of the membership of the Association, duly noticed
and held, to consider amending and restating the Declaration; and

WHEREAS, the Association now desires to set forth said Amendment to the Declaration
in this Certificate of Amendment.

NOW, THEREFORE, the Association does hereby file this Certificate of Amendment
and states as follows:

1. The above recitals are affirmed as being true and correct and hereby
incorporated herein by reference.
2. The Declaration is hereby amended and restated as set forth in the

Amended and Restated Declaration of Covenants and Restrictions of Catalina Oaks, P.R.D. attached hereto and incorporated herein by reference.

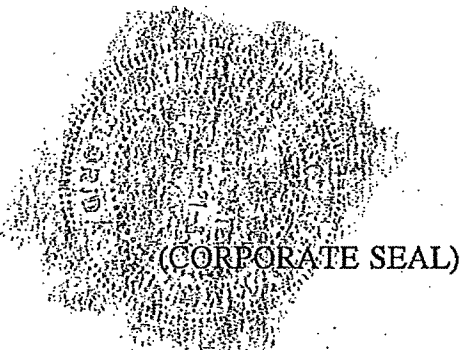
3. Those members of the Association, constituting no less than seventy-five percent (75%) of the membership entitled to vote upon said Amended and Restated Declaration, have affixed their signatures hereto in order to evidence their consent to and vote in favor of the Amended and Restated Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the date set forth above on behalf of the Association.

CATALINA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation

BY: Gaylord Hansen
President

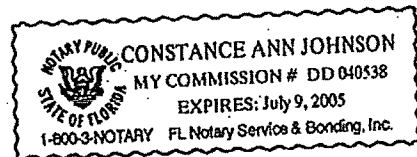
ATTEST: Wanza Murray
Secretary



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 30 day of November, 2003, by Gaylord Hansen, and Wanza Murray, the President and Secretary of CATALINA OAKS HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or ~~who have produced~~ _____ as identification.

Constance Ann Johnson
Notary Public



APPROVAL OF MEMBERS

The undersigned members, constituting no less than seventy-five percent (75%) of those members entitled to vote, due hereby affix their signatures and names below in order to evidence their consent to and vote in favor of the Amendment in the form attached hereto.

Pauline Wright (Lot 1)
Pauline Wright

Burton Ward (Lot 7)
Burton Ward

Kristina W. Darlington (Lot 2)
Omiros Zambigadis
KRISTINA W. DARLINGTON

Raymond Martin
Duane Reynolds (Lot 8)
Duane Reynolds

Marja Zambigadis

Doris Reynolds
Doris Reynolds

John Glover (Lot 3)
John Glover
Christine Glover
Christine Glover

John Kone (Lot 9)
John Kone

Lisa Meese (Lot 4)
Lisa Meese

James Hewitt (Lot 10)
James Hewitt

Margaret Litcher (Lot 5)
Margaret Litcher

Gaylord Hansen (Lot 11)
Gaylord Hansen

Stephen Litcher
Stephen Litcher

Fanny Hansen
Fanny Hansen

Michael V. Koteff (Lot 6)
Michael V. Koteff

Larry Eulenfeld (Lot 12)
Larry Eulenfeld

Trish Eulenfeld
Trish Eulenfeld

Margaret Seeley (Lot 13)
Margaret Seeley

Jutta Rosenberg (Lot 20)
Jutta Rosenberg

Angelique Lee (Lot 14)
Angelique Lee

Robert Costa (Lot 21)
Robert Costa

George Todd (Lot 15)
George Todd

Gerald Hillert
John E. Kistler, II (Lot 22)
John E. Kistler, II

Helen Todd
Helen Todd

Rebecca J. Kistler
Rebecca J. Kistler

Marion Beale (Lot 16)
Marion Beale

Donald McKenna (Lot 23)
Donald McKenna

Jeanette McKenna

Martha VanGorder (Lot 17)
Martha VanGorder

William Stewart (Lot 24)
William Stewart

Jean Wolosiuk (Lot 18)
Jean Wolosiuk

Barbara Stewart
Michael L. Hutcheon (Lot 25)
Michael L. Hutcheon

Peter Bruguiere (Lot 19)
Peter Bruguiere

Consuelo Hutcheon
Linnie Nicholas (Lot 26)
Linnie Nicholas

Dr. Francisco Ojeda (Lot 27)

Richard M. Byram
Richard Byram (Lot 28)

Patricia A. Byram
Pat Byram

Roma Bedford % P. Kuhns (Lot 29)

Elaine Florence Geyer
Elaine Florence Geyer (Lot 30)

Larry Dolan (Lot 31)

L. Dolan
Lucille Dolan

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Margaret Bruce (Lot 32)

Elizabeth P. Ready
Elizabeth Ready (Lot 33)

Rindy J. Good
Rindy J. Good (Lot 34)

Lois Forrest
Lois Forrest (Lot 35)

Lee Harrick
Lee Harrick (Lot 36)

Dana M. De Luca
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Beverly J. Hilton
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Patricia W. Estelle (Lot 39)

Jerry Bohaine
~~John A. Smith~~
Gerard Joanne Duhaime (Lot 40)

Wanza Murray
Wanza Murray (Lot 41)

W. Creighton Gabel (Lot 42)

Jane W. Gabel
Diana Johnson
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Edith Kalish
Edith Kalish (Lot 44)

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Joseph J. Adessa, III (Lot 45)

Irene Nassor
Irene Nassor (Lot 46)

Lorraine Falcon
Lorraine Falcon (Lot 47)

Richard A. Cramer (Lot 48)

Vivian R. Cramer

Anatas Johnson (Lot 49)
Anatas Johnson

Vera Johnson
Vera Johnson

(Lot 50)
Mellissa Lausch

Carole Bowers

(Lot 51)
Sandra Redfield

Scott Redfield

J. R. Wilkinson (Lot 52)
Judith Wilkinson

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Doris Reynolds
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John Kone

Christine Glover
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Lisa Messer (Lot 4)
Lisa ~~Messer~~ Messer Original Signature

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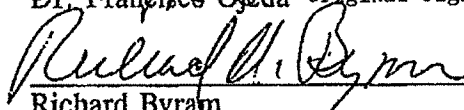
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Consuelo Hutcheon

Peter Bruguere (Lot 19)
Peter Bruguere Original Signature

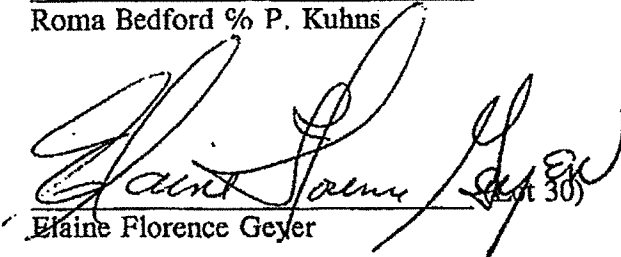
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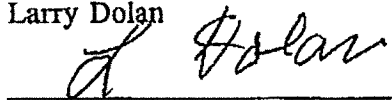

Richard Byram (Lot 28)


Pat Byram

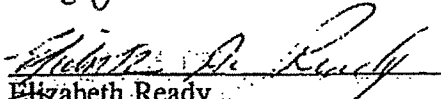
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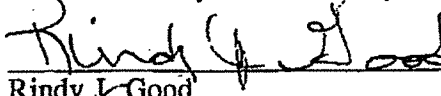

Elaine Florence Geyer (Lot 30)

Larry Dolan (Lot 31)

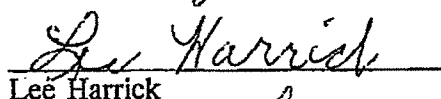

Lucille Dolan

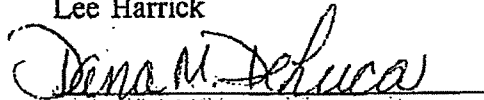

Margaret Bruce (Lot 32)

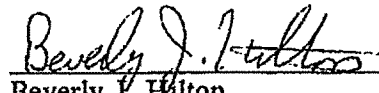

Elizabeth Ready (Lot 33)


Rindy J. Good (Lot 34)

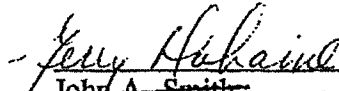

Lois Forrest (Lot 35)


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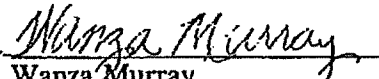

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Gerald Joanne Dubzime

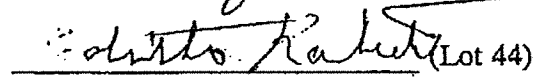
~~Geoilia Smith~~

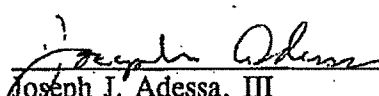

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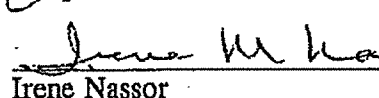
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AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
CATALINA OAKS, P.R.D.

ARTICLE ONE
DEFINITIONS

Section 1. "Association" shall mean and refer to CATALINA OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Plat" shall mean the Plat of Catalina Oaks P.R.D., recorded in Plat Book 13, Pages 7, 7A and 7B of the Public Records of Indian River County, Florida.

Section 4. "Properties" shall mean and refer to all that certain real property contained within the Plat.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners limited to the following items as shown and/or dedicated by the recorded Plat:

- Place,
- (a) The dedicated streets and right-of-way shown as 5th Court and 10th
 - (b) The dedicated drainage and stormwater retention area labeled Tract A,
 - (c) The perimeter fence or wall along the west, south, north and east Boundaries of the Properties, and subdivision identification features, (collectively referred to as the "Landscaping Improvement").

Section 6: "Lot " shall mean and refer to each of the 52 numbered plots of land, shown on the recorded Plat with the exception of the Common Areas.

Section 7. "Member" shall mean any person who owns all or an undivided interest in one or more Lots subject to this agreement.

ARTICLE TWO
PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing or selling his or her residence, subject to these covenants and restrictions. All Owners leasing, renting or selling their Lots shall be required to incorporate the following provision in their lease, rental or sale agreements, substantially in the following form:

"The Lease-Sale premises are a part of a Subdivision. All persons occupying in Catalina Oaks are required to observe the Covenants and Restrictions of the Catalina Oaks Homeowners Association, Inc." Copies of Covenants and Restrictions may be obtained from the Association.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded in the public records of Indian River County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws of the Association, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on such Owner's Lot.

ARTICLE THREE
MEMBERSHIP

Section 1. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Each member and the member's tenants, guests, and invitees are governed by, and must comply with the governing documents of this P.R.D. and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association.

Section 2. Voting is allowed by certified written mail-in ballot on all issues that require a vote by the full Association. The number of votes needed for a quorum on any vote in person or by Proxy shall be a minimum of sixteen (16) members. Voting shall also be permitted by general or limited proxy at any meeting of the Association. To be qualified to vote, a member must be current in payment of all assessments and any Lot owned all or in part by that member as of the date of the vote must be free of any liens levied against that Lot.

Section 3. When persons hold an interest in any Lot jointly, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE FOUR COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS: Each owner of any Lot who acquires an interest in a Lot whether or not it shall be so expressed in the deed of acquisition, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment became due.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the residents of the property and in particular for the improvement and maintenance of the properties, services and facilities devoted to the purpose and related to the use and enjoyment of the common areas, including, but not limited to:

- (a) Payment of operating expenses of the association;
- (b) Lighting, maintenance, improvement, taxes and beautification of roads, access ways and easement areas within the common areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the roads and access ways;
- (c) Control, management, maintenance, improvement and beautification of the Common Areas;

- (d) Providing ingress and egress control when and to the extent specifically authorized by the Association;
- (e) Repayment of funds, and interest thereon, borrowed by the Association;
- (f) Doing any other thing necessary or desirable, in the judgment of said Association, to keep the common Areas neat and attractive; to preserve and enhance the value of the areas therein; and such other matters that in the judgment of said Association may be of general benefit to the owners or occupants of lots;
- (g) Public liability insurance for the Common Area and the Board of Directors. The insurance must be purchased from an insurance company certified to do business in the State of Florida and in good standing with the Florida Department of Insurance;
- (h) The maintenance and repair of the stormwater management systems known as the retention area, Tract A and the underground drainage structures.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall fix the amount of the annual; assessment against each Lot and the method of payment no later than October 1, of each calendar year to be applied to the following year.

Section 4. SPECIAL ASSESSMENTS: In addition to the annual assessments authorized above, the Association may levy, in any calendar year, one or more special assessments.

Section 5. UNIFORM RATE OF ASSESSMENTS. Both annual and special assessments must be fixed to a uniform rate for all Lots and may be paid on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 6. ASSESSMENTS DUE DATES. Thirty (30) days written notice of a special assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by and officer of the Association setting forth whether the assessments on a specified Lot have been paid.

ARTICLE FIVE
ARCHITECTURAL REVIEW BOARD

Section 1. COMPOSITION: The Board of Directors of the Association shall serve as the Architectural Review Board. The composition of the ARB shall be the same number of members as the Board of Directors. Two (2) members shall be a quorum. All decisions by the ARB must be in writing and signed by a minimum of two (2) members.

Section 2. DUTIES AND POWERS: The ARB shall have the following duties and powers:

(a) To promulgate from time to time residential planning criteria for the P.R.D. All planning criteria promulgated by the ARB shall be set forth in writing and made known to all Owners and any prospective Owners. All planning criteria promulgated by the ARB shall be subject to final approval by a two-thirds vote of the Association Members. Said residential criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) To review all building plans and specifications, Lot grading, fences, walls or other structures to be commenced, erected or maintained within the P. R. D. and to approve any exterior additions to or changes or alterations thereon, and

(c) To require samples of exterior building material and paint colors proposed or any other data or information necessary to reach its decision to be submitted to it for approval.

Section 3. TIMELY DECISION BY ARCHITECTURAL REVIEW BOARD: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made to the single family residence on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARB as to the residential criteria cited above. In the event said ARB fails to approve or disapprove such plans and specifications, design and location within thirty(30) days after the information listed above has been submitted to the ARB, it shall be deemed that the ARB has given its approval and this Article shall be deemed to have been fully complied with. Decisions of the ARB are final.

Section 4. ARB ACCESS TO PREMISES: The ARB may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE SIX
EXTERIOR MAINTENANCE BY ASSOCIATION

Section 1. EXTERIOR MAINTENANCE BY ASSOCIATION: In addition to maintenance of the Common Area, the Association shall have the right to provide exterior maintenance upon any Lot, or any improvements thereon subject, however, to the following provisions. Prior to performing any maintenance on an improved Lot, or any improvement thereon, the ARB shall determine that said Lot is in need of repair or maintenance and is distracting from the overall appearance of the P.R.D. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's record for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made, within thirty (30) days thereafter, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire a contractor or contractors to do so to make such necessary repairs or maintenance as is so specified in the above written notice. In this connection, the Association shall have the right to repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, fences and other exterior improvements.

Section 2. ASSESSMENT OF COSTS: The costs of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be a lien upon such Lot and the obligation of the Owner and shall be due, payable and collected in all respects as referred to in Article Four hereof.

ARTICLE SEVEN
RESTRICTIVE COVENANTS

The P.R.D. shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner of an interest in a Lot and their respective heirs, personal representatives, successors and assigns, as follows:

Section 1. LAND USE: No Lot shall be used except for purposes of constructing and maintaining a single-family residence thereon and for related residential purposes, nor may any dwelling be occupied by more than one family. No trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the P.R.D. or any part thereof, nor any other activities which may be or which may become an annoyance or a nuisance to any Lot Owner or property adjacent to the P.R.D.

Section 2. WATER FACILITIES: No individual potable water supply system shall be permitted on any Lot without the approval of the ARB. The foregoing does not restrict the right of an owner to install, operate and maintain a water well on a Lot for use in connection with swimming pools and irrigation of lawns and shrubs.

Section 3. CLOTHES AND DRYING FACILITIES: No outside clothesline or other clothes drying facility shall be permitted which is visible from the streets.

Section 4. GARAGES: There shall be a garage suitable for storing an automobile connected to each house on a lot.

Section 5. TEMPORARY STRUCTURES: No structure, including but not limited to a trailer, tent, shack, garage, barn or other such building shall be placed upon the Properties at any time.

Section 6. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than four (4) square feet in size. No commercial flags, pennants, free standing flag poles or other such devices shall be allowed. All signs shall conform to the regulations pertaining thereto of Indian River County, Florida. One (1) United States flag may be displayed by a property owner; however the flag must be displayed in a respectful way.

Section 7. OFFENSIVE ACTIVITY: No noxious or offensive activity shall be permitted on the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the P.R.D. There shall be no plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the P.R.D. by the Owners thereof.

Section 8. EXTERIOR ANTENNA AND LIGHT FIXTURES:

- (a) Antennas may not be placed upon common property or Association property.
- (b) No more than one (1) satellite dish antenna may be installed on any lot.
- (c) No exterior light fixtures shall be located on any lot without ARB approval.
- (d) No citizen band radio antennas may be installed on any lot.

Section 9. TRASH DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and

sanitary condition. All trash containers and contents thereof shall be stored in garages or in an area not visible from the streets. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.

Section 10. PARKING:

(a) The parking of licensed non-disabled vehicles shall be limited to the driveway of Lots.

(b) The overnight parking of commercial vehicles, open bed pickup trucks with toolboxes in the bed, vehicles having more than four wheels, tractor trailers, semi-trailers, or commercial trailers, at any time upon the properties is prohibited. Parking for loading and unloading purposes during daylight hours is permissible. Vehicles under repair or disabled vehicles of any variety shall be stored in an enclosed garage on any Lot. No watercraft, boats, mopeds, campers, trailers or recreational vehicles can be parked or stored for more than forty-eight (48) hours on any lot. No vehicle of any description shall be parked or stored on Common Areas.

Section 11. LIVESTOCK AND POULTRY, PETS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, birds and fish may be kept (but no more than two cats and dogs in total on one Lot) with each and every pet weighing no more than twenty-five (25) pound, provided they are not kept, bred or maintained for any commercial purpose and as long as such pets are kept inside the boundaries of the owner's Lot. Visitors may bring one (1) dog weighing more than 25 pounds onto the properties for up to fourteen (14) days. The dog must be kept inside the boundaries of the lot upon which its owner is visiting.

Section 12. AIR CONDITION UNITS AND REFLECTIVE MATERIALS: No window or wall air conditioning unit shall be permitted to be placed on any Lot, nor may aluminum foil be placed in any window or glass door.

Section 13. FENCING AND WALLS:

(a) No fences, walls or any similar type of enclosures may be erected on any Lot, except as may have been approved by the ARB. . No ranch style, picket, chain link, wire or cyclone style fence shall be permitted on any Lot or portion thereof.

(b) Fences or walls of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which they are located.

(c) No fences or walls of any type shall be built further forward on a Lot than eight (8) feet behind the front building line of any residence.

(d) All fences must be in conformance with all governmental regulatory codes and setback requirements.

Section 14. AWNINGS: No awnings, canopies or shutters shall be attached or affixed to the exterior of any single-family residence unless approved by the ARB.

Section 15. EXTERIOR APPEARANCE, ROOFS AND DRIVEWAYS: The paint, coating, stain and other exterior finishing work on all residential buildings shall be maintained by their Owner. Changes in color of exterior paint, stain and roofing material must be submitted to the ARB for evaluation and approval. The roofs, gutters, downspouts, and exterior building surfaces of each residential building shall be maintained and replaced by the Owner. The Lot landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained by the Owner.

Section 16. DRAINAGE AND UTILITY EASEMENTS: Easements for the installation and maintenance of drainage, stormwater management and utility facilities have been dedicated as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water to the drainage outlets in the easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, or a public authority or utility company has assumed responsibility. Lot swales/berms which are required to be located on a Lot in the P.R.D., pursuant to the P.R.D. construction plans and the St. John's River Water Management District permit, shall be maintained and repaired by each respective Lot Owner in accordance with said plans and permit.

Section 17. TANKS: No permanent above ground oil tanks or bottled gas tanks may be placed on any Lot.

Section 18. PLAYGROUND EQUIPMENT: Installation of equipment for recreational purposes shall be limited to a location not visible from the streets.

ARTICLE EIGHT AMENDMENT BY ASSOCIATION

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

- (a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered.

- (b) Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by fifteen percent (15%) of the current Owners. Except as elsewhere provided, approval of a proposed amendment must be by not less than seventy-five percent (75%) of the authorized vote of the Association.
- (c) Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be recorded on the Public Records of Indian River county, Florida.
- (d) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record Owners of Lots in Catalina Oaks in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Indian river county, Florida.

ARTICLE NINE DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall insure to the benefit of the Owners and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms hereof.

ARTICLE TEN ENFORCEMENT AND MISCELLANEOUS

Section 1. ENFORCEMENT OF COVENANTS AND RESTRICTIONS: If any person, firm or corporation, or other entity shall violate any of these covenants or restrictions, it shall be lawful for any Owner or the Association to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration to

(a) initiate proceeding for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or

(b) prosecute a proceeding in any court of competent jurisdiction against those violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other

remedies now or hereafter provided by law. The failure of the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained however long, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto, and

(c) the Board of Directors may impose fines on lot owners in such reasonable sums as they may deem appropriate, not to exceed One Hundred Dollars (\$100.00) for violations of this Declaration, the Association" bylaws, or lawfully adopted rules and regulations, by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for a hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of this Declaration, the bylaws, or the lawfully adopted rules and regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments. Each day of violation shall be a separate violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

Section 2. SEVERABILITY: The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. NOTICES: Any notice required to be sent to any Association 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 said member or Owner on the record of the Association at the time of such mailing.

Section 4. CONFLICTS: This Declaration shall take precedence over any conflicting provisions of other governing documents of the Association.

Section 7. REMEDIES OF THE ASSOCIATION FOR NON PAYMENT OF ASSESSMENTS.

(a) Any assessment not paid within thirty (30) days after the due date shall accrue an administrative late charge of \$25.00, plus interest from the due date at the rate of eighteen percent (18%) per annum until paid.

(b) Interest, late charges, costs, fines, damages and attorney fees (at trial or on appeal) whether or not a lawsuit is brought, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from the recording of a claim of Lien in the Public Records of Indian River County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The Lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(c) The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the subject property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of a first mortgage on any Lot upon foreclosure.

Section 9. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNER: In the event any part of the Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area at the Owner's expense. The Association shall repair said damage area in a good workmanlike manner and in conformance with the original plans and specifications. The cost of said repairs shall be deemed a special assessment against the Owner, and in the event said special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Lot for payment of such assessment and to foreclose the Lien in the same method a mortgage is foreclosed.