

INSTR # 1738576
OR BK 01879 PG 1912
RECORDED 03/29/2004 08:30:17 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L. Wood

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION**

The Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association have been recorded in the public records of Martin County, Florida at Official Records Book 855, Page 1017 et. seq. and amended at Official Records Book 979, Page 0611 et. seq., and OR Book 1274, Page 2868 et. seq. The same Declaration of Covenants, Conditions and Restrictions are hereby amended as approved by the membership by vote sufficient for approval by written consent.

1. Articles VII, XIII and XVII are amended to read as follows:

ARTICLE VII

ASSESSMENTS

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law from the date when due until paid. Additionally, the Association may charge a reasonable late fee. The assessment, together with interest thereon, late fees, and the cost of collection thereof, including attorney's fees, shall be a continuing lien against the unit against which the assessment is made and shall also be the continuing personal obligation of the owner of such unit. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the public records of Martin County, Florida, setting forth the amount of the unpaid assessment, late fees and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the unit and/or a suit on the personal allegation of the owner or owners. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the cost of such action, late fees, interest on the assessment at the maximum rate, as above provided, and attorneys' fees incurred by the Association. Any successor in title to a unit shall be held

to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

(The balance of Article VII remains unchanged)

ARTICLE XIII

USE RESTRICTIONS

SECTION 1. RESTRICTIONS ON USE OF UNITS AND COMMON PROPERTY:

I. Recreational and Commercial Vehicles: Except as provided below, no boats, recreational vehicles, commercial vehicles, or other motor vehicles shall be placed, parked or stored upon any Unit, unless such vehicle is within a building and totally removed from public view. Non-commercial four-wheel passenger vehicles, vans, sport utility vehicles and pick-up trucks must be parked on a driveway or in the garage of a Unit. Service and delivery vehicles may be parked on a driveway or curbside during regular business hours, as needed for providing services or deliveries to the Unit. Notwithstanding the foregoing, no vehicle of any kind shall be parked overnight on any street or in the recreational vehicle parking lot adjacent to the boat ramp. Boats may be temporarily parked on a Unit for loading, unloading or washing. Maintenance or repair upon any boat or vehicle shall not be performed upon any Unit except within a building and totally removed from public view. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle exhibiting lettering or graphics, added racks, framing, compartments, drawers or mounted equipment. Any improperly parked vehicles may be towed by the Association at the cost of the owner of the vehicle.

O. Antennae: Antennas and satellite dishes for the reception of video programming, less than one meter in diameter, may be installed on a lot. Any such installation must be in the backyard of a residence if an acceptable signal may be received within the backyard of such residence. All other radio, television or other electronic antenna may only be erected upon prior written approval from the MC.

U. Lawns and Landscaping:

(1) All lawns in front of all Units shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed on any Unit except as approved on the original plans and specifications, or as subsequently approved in writing by the MC. Upon the completion of any dwelling upon a Unit, the lawn area on all sides of such dwelling shall be completely sodded with grass, including swale areas adjacent to a Unit which may be included in dedicated easements or rights-of-way, it being the intent that all completed dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed in accordance with the approved plan within thirty (30) days of the issuance of a Certificate of Occupancy for any dwelling constructed on a Unit. No major alteration to landscaping as specified

during construction may be made without the prior written approval by the MC. Maintenance to original specifications is permitted and is expected.

(2) Upon the sodding of the lawn of a Unit, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green luxuriant and well-kept lawn at all times. Grass growth shall not exceed a minimum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

(3) Landscaping: An automated irrigation system shall be required to be installed at the time of construction of a dwelling upon a Unit, which system shall be adequate to service all designated landscape elements, and shall have a source of water acceptable to the MC. No water may be withdrawn from any lake, canal or water body tract. The source of water shall be free of elements which cause discoloration and may, in the sole discretion of the MC, be required to be public water.

V. Walls and Hedges: No boundary wall or fence having a height of more than four (4) feet or hedge having a height of more than twelve (12) feet, neatly trimmed, shall be built or maintained on any Unit, within the twenty-five (25) foot front set-back, within the twenty (20) foot rear set-back or within seven and one-half (7 ½) feet of any side Unit line (except when said side Unit line is adjacent and contiguous to a street or other right-of-way, in which case the side set-back requirement shall be twenty-five (25) feet of any side Unit line). No fence of any type shall be located on the rear of any lake front Unit except for appropriate fencing around patio or pool areas as approved by the MC. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Unit (except that such fences may be temporarily permitted during construction of Improvements on a Unit, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

Z. Roofs: The following roof styles and materials shall not be permitted: fiberglass panels; tin sheeting; any material that is other than earhtone, unless approved by the MC. The minimum roof pitch generally required for each dwelling to be constructed on a Unit shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the MC for designs found by them to be of exceptional merit. Excessive mildew and mold build-up shall be removed.

AA. Outside Displays: No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit, nor shall he place any furniture or equipment outside the Improvements of his Unit, except with the prior written consent of the Association. Notwithstanding the above, Owners shall be permitted to hang or display U.S. or decorative flags from the exterior walls of their Units.

GG. Enforcement of Restrictions: Declarant and the Association, through it Board of Directors, officers and the MC, shall have the authority to enforce those

restrictions imposed under this Article XIII, and the failure to do so shall not be deemed a waiver of the right of enforcement.

HH. Cleaning of Unit Exterior Walls: Owners shall be responsible for cleaning and removing rust stains from the exterior walls of the Unit buildings. If any Owner fails to properly perform this maintenance responsibility, the Association may perform and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article VIII, Section 2 of this Declaration.

II. Outdoor Sports Equipment: No permanent outdoor sports equipment is permitted. Portable basketball hoops, trampolines, skateboard ramps, etc. may be temporarily used, but must be stored out of view within the Unit or the Unit's garage when not in use.

(The balance of Article XIII remains unchanged)

ARTICLE XVII

GENERAL PROVISIONS

SECTION 5. AMENDMENT.

(A) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, in its sole discretion, may by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. Such amendments shall be subject to the prior approval required by Martin County, Florida or any appropriate governmental agency.

(B) Notwithstanding any other right of amendment or modification provided in this Declaration, any amendment affecting the Water Management System or preserve areas shall require the prior written approval of South Florida Water Management District, its successors or assigns.

(C) Except as set forth in paragraph (A) above and as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(i) Until turnover, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Members.

(ii) After turnover, this Declaration may be amended:

(a) upon the affirmative vote of at least seventy-five percent (75%) of the members in attendance, in person or by

proxy, at a duly convened meeting of the membership, together with

(b) the approval or ratification of a majority of the Board of Directors of the Association.

(iii) Notwithstanding the provisions of paragraph (ii) (a) above, after turnover, amendments for correction of scrivener's errors or other changes which do not materially affect Members' rights hereunder, may be made by the Board of Directors of the Association alone without the need of consent of any other person including the Members.

(iv) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant or the Association under this Declaration or any other Oak Ridge documents without specific written approval of such Declarant or Association affected thereby.

(v) After the turnover, a true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant within five (5) days of its adoption as long as Declarant owns any Units.

(D) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

(The balance of Article XVII remains unchanged)

2. The foregoing amendments to the Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association were adopted by the membership by a vote sufficient for approval by written consent.

3. All provisions of the Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association 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 March 2004.

WITNESSES:

OAK RIDGE OF STUART
HOMEOWNERS ASSOCIATION, INC.

Constance Friedman
Printed Name: CONSTANCE FRIEDMAN

By: Neil Friedman
Neil Friedman, President

Judith Faulkner
Printed Name: Judith Faulkner

By: Jack Faulkner
Jack Faulkner, Secretary

Crystal Robinson
Printed Name: Crystal Robinson

Judith Faulkner
Printed Name: Judith Faulkner

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 22, 2004, by Neil Friedman, as President of Oak Ridge of Stuart Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Connie J. Robinson
Commission #DD187533
Expires: Feb 24, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Connie J. Robinson
Notary Public
Printed Name: Connie J. Robinson
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 22, 2004, by Jack Faulkner, as Secretary of Oak Ridge of Stuart Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Connie J. Robinson
Commission #DD187533
Expires: Feb 24, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Connie J. Robinson
Notary Public
Printed Name: Connie J. Robinson
Commission Expires: _____

Record and Return to:
ELIZABETH P. BONAN, ESQ.
Post Office Box 2401
Stuart, Florida 34995