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Palm Beach County, Florida

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

→ Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

TRI COUNTY - WILL CALL

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF
VICTORIA GROVE

Transeastern Properties, Inc., a Florida corporation ("Transeastern Properties"), being the named "DECLARANT" in the Declaration of Covenants and Restrictions of Victoria Grove (the "DECLARATION"), recorded in Official Records Book 13513, Page 1537, of the Public Records of Palm Beach County, Florida, and Transeastern Anthony Groves, Inc., a Florida corporation ("Transeastern Anthony"), hereby amend the DECLARATION as follows:

1. It is acknowledged the SUBJECT PROPERTY described in Exhibit "A" of the DECLARATION is owned by Transeastern Anthony and not by Transeastern Properties. Accordingly, the "DECLARANT" pursuant to the DECLARATION is hereby amended to be Transeastern Anthony. By executing this amendment, Transeastern Anthony hereby joins in and consents to the DECLARATION with the same force and effect as if Transeastern Anthony executed the original DECLARATION.

2. Paragraph 5.1.2 of the DECLARATION is hereby amended in its entirety to read as follows:

5.1.2 Landscaping. The ASSOCIATION shall be responsible for the maintenance and care of all landscaping throughout the SUBJECT PROPERTY, and in the unpaved portion of contiguous road right-of-ways. The ASSOCIATION shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the ASSOCIATION same is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control, as determined by the ASSOCIATION in its sole discretion. If any landscaping requires replacement for any reason, the nature and extent of such replacement shall be determined in the sole discretion of the ASSOCIATION, and the ASSOCIATION will not be required to install the same kind, size, quality, quantity, or maturity of landscaping as previously existed. Notwithstanding the foregoing, the following shall apply with respect to the landscaping on the LOTS:

5.1.2.1 No OWNER shall have the right to require the ASSOCIATION to perform landscape maintenance, including but not limited to fertilizing, weed control, and landscape

related insect and disease control, at a higher level than determined by the ASSOCIATION in its sole discretion. If any OWNER desires the landscaping on his LOT to be maintained at a higher level than determined by the ASSOCIATION, the OWNER may do so at the OWNER's expense.

5.1.2.2 The ASSOCIATION shall not be responsible for the removal and/or replacement of landscaping on the LOTS. Each OWNER shall be required at the OWNER's expense to remove and replace any landscaping on the OWNER's LOT that dies or becomes diseased or needs to be replaced for any reason. In no event will the ASSOCIATION be liable to the OWNER for the cost of such removal and/or replacement, regardless of whether same is required due to the negligence or failure of the ASSOCIATION for any reason to properly maintain, irrigate or fertilize same, or to properly treat same for disease, fungus or insects. The ASSOCIATION shall have the right in its sole discretion to require any landscaping to be removed and/or replaced by any OWNER, and to approve and/or designate the kind, size, quality, quantity, and maturity of new landscaping to be installed. If any OWNER fails or refuses to remove and/or replace such landscaping as required by the ASSOCIATION for any reason, the ASSOCIATION shall have the right to do and the OWNER shall pay the cost of such removal and replacement.

5.1.2.3 If any OWNER installs landscaping on the OWNER's LOT which is materially more expensive to maintain than the landscaping on the other LOTS, the ASSOCIATION will have the right to assess the OWNER of such LOT for the extra cost of maintaining the special landscaping on such LOT, or in the alternative the ASSOCIATION may require the applicable OWNER to maintain such special landscaping. If the applicable OWNER fails to pay any such extra cost or maintain such landscaping, the ASSOCIATION will have the right to remove the special landscaping and replace same with sod or other plant materials as desired in the sole discretion of the ASSOCIATION, without liability to the OWNER, and the OWNER shall pay the cost of such removal and replacement.

3. Paragraph 5.1.4 of the DECLARATION is hereby amended in its entirety to read as follows:

5.1.4 Subdivision Wells and Water Sprinkler System. The ASSOCIATION shall maintain and repair wells (if any), pipes and water sprinkler systems throughout the SUBJECT PROPERTY, except that if the sprinkler systems serving the LOTS are separate and not common systems, then each OWNER shall maintain the sprinkler system serving his LOT. Notwithstanding the foregoing, if any OWNER installs any improvements on the OWNER'S LOT which requires any portion of any common sprinkler system on or contiguous to the OWNER'S LOT to be repaired or reconfigured, the OWNER shall be required to repair and/or reconfigure the sprinkler system in a manner that is approved by the ASSOCIATION and which does not adversely affect the operation of the sprinkler system.

4. A new Paragraph 3.16 is added to the DECLARATION, which shall read as follows:

3.16 Service Providers. It is acknowledged that is customary for the OWNERS to separately contract for various services for their LOTS which are customarily provided by independent providers, such as insect and pest control, pool maintenance, appliance maintenance, and the like. The APPROVING PARTY will have the right to approve one or more service providers for each type of such services, in order to limit the number of different

service providers that will have access into the SUBJECT PROPERTY, and in that event no OWNER may contract for such services for the OWNER's LOT with any service provider other than an approved service provider(s). In the alternative, the ASSOCIATION may enter into a contract with any service provider to provide any type of services to the LOTS as a COMMON EXPENSE, and in that event all of the OWNERS will pay for such services as part of their ASSESSMENTS for COMMON EXPENSES, except that if such services are not applicable to any particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then such COMMON EXPENSES shall only be assessed to the OWNERS of LOTS for which the service applies. Notwithstanding anything contained herein to the contrary, the provisions of this paragraph shall not apply to the CONTIGUOUS PROPERTY.

5. In Paragraph 15, the reference to Exhibit "F" is hereby amended to be Exhibit "E". In Paragraph 15.4, the reference to paragraphs 10 and 11 is hereby amended to be paragraphs 9 and 10. Paragraph 15.5 is amended to read as follows:

15.5 The provisions of Paragraphs 3, 4, 5, 6, 7, 8, 10.2-10.6, and 14 of the DECLARATION shall not apply to the CONTIGUOUS PROPERTY

6. A new paragraph 15.8 is added to the DECLARATION which shall read as follows:

15.8 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which affects the CONTIGUOUS PROPERTY shall required the approval of the OWNERS of the CONTIGUOUS PROPERTY, except that if a homeowners or condominium association is formed to operate all or any portion of the CONTIGUOUS PROPERTY, the approval of such association shall be required in lieu of the OWNERS who are members of the association.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in Paragraph 12.1 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 17 day of July, 2002.

WITNESSES:

Will Siwa
Print Name: Will Siwa

Christina Gatto
Print Name: Christina Gatto

TRANSEASTERN PROPERTIES, INC., a
Florida corporation

By: *[Signature]*
Its: VICE PRESIDENT
3300 University Drive
Coral Springs, Florida

STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of July, 2002, by NEIL EISNER, as VICE PRESIDENT of TRANSEASTERN PROPERTIES, INC., a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
JILL A. SLIWA
COMMISSION # CC831049
EXPIRES 5/14/2003
BONDED THROUGH ASA 1-888-NOTARY1

Jill A. Sluwa
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

WITNESSES:

TRANSEASTERN ANTHONY GROVES, INC., a Florida corporation

Print Name:

Print Name:

By:

Its:

V.P.

VICE PRESIDENT

3300 University Drive
Coral Springs, Florida

STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of July, 2002, by NEIL EISNER, as VICE PRESIDENT of TRANSEASTERN ANTHONY GROVES, INC., a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
JILL A. SLIWA
COMMISSION # CC831049
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