

This Instrument Prepared by and Return to:
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CERTIFICATE OF AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE FALLS AT GRAND HARBOR

THE UNDERSIGNED, being the President and Secretary of **THE FALLS AT GRAND HARBOR PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the owners of **THE FALLS AT GRAND HARBOR PROPERTY OWNERS ASSOCIATION, INC.**, held on the 15th day of April, 2014, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, Restrictions and Easements for **THE FALLS AT GRAND HARBOR**, as originally recorded in Official Record Book 1922, Beginning at Page 2473, Public Records of Indian River County, Florida, not less than two-thirds (2/3) of the members of the Association affirmatively voted to amend the Declaration of Covenants, Conditions, Restrictions and Easements as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Reservations and Restrictions, shall be amended to read as follows:

I. Article VII, Section 1 of the above referenced Declaration of Covenants, Restrictions and Easements shall read as follows:

Section 1. Association's Responsibility. The Association shall maintain the landscaping, lawns, shrubbery and irrigation systems (including, without limitation, supplying water for irrigation purposes) which are exterior to the Unit and not within any walled patio, courtyard or lanai area of a Unit and the cost therefor shall be a General Expense of the Association. The Association shall not be responsible for replacement of any plants, including but not limited to sod and trees on Lots, nor shall the Association be responsible for trimming trees on Lots.

The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all owners.

The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the standards established pursuant to the Grand Harbor Declaration. Grand Harbor Community Association shall be authorized to assume the maintenance responsibilities of the Association hereunder and under the Grand Harbor Declaration, and to assess all costs thereof to the Owners as a neighborhood assessment pursuant to Article X, Section of such declaration.

II. Article VII, Section 3 of the above referenced Declaration of Covenants, Restrictions and Easements shall read as follows:

Section 3. Owner's Responsibility. Except as provided in Section 1 above, all maintenance and repair of the Unit, including, but no limited to, painting and/or staining of the exterior of the Unit, other exterior maintenance of the Unit, the courtyard, patio, lanai or walled area of any Unit (including any pool, plantings or landscaping located in such area), replacing all plants, including but not limited to sod and trees on the Lot, and maintaining the Unit in a neat, clean, and attractive condition, shall be the responsibility of the Owner thereof. Maintenance and repair shall be performed in accordance with the architectural standards contained in Article XI of this Declaration, and such other design guidelines as may be promulgated pursuant thereto. All exterior paint colors must be approved prior to painting by the ARB. Any change from the original fixtures or other ornamentation required for the maintenance of the exterior of the completed Unit shall, likewise, be first approved by the ARB. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any, {which are to be regularly cleaned} or other apparatus serving only the Unit). Such maintenance shall be performed in accordance with this Declaration. Maintenance and painting of the exterior of the Unit shall be the

responsibility of the Unit Owner.

The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

In the case of any casualty, all Owners are required to rebuild, repair or replace any Unit that is subject to casualty damage by virtue of windstorm, fire, rain, hurricane or any other such event. All reconstruction shall be identical in appearance to structures in existence prior to such casualty, unless alterations are approved in advance by the ARB as required under Article XI of this Declaration.

The Board of Directors of the Association shall have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Lot and Improvements located thereon. Such standards shall be in addition to those obligations of Owners as stated in This Article VII and may be changed from time to time by the Board of Directors of the Association in its sole discretion. Any minimum maintenance standards established pursuant to this Article VII need not be recorded.

Any land not deemed to be a Common Area, but which exists up to the centerline of any unimproved road right of way which a Lot abuts shall be maintained by the Owner of such abutting Lot in the same manner and at the same time as the Lot is maintained, unless the Association, or Declarant expressly assumes such maintenance responsibilities.

