

**CONSENT TO AMENDMENT**

**THE UNDERSIGNED OWNER:**

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

CO-OWNER \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

ADDRESS(ES) OF PROPERTY OWNED IN EGRET LANDING:

\_\_\_\_\_

hereby consents to the following amendments to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter (the "Declaration") (*insertions are underlined, and deletions of prior language are ~~struck through~~*):

**NOTE: PLEASE INDICATE YOUR CONSENT BY MARKING YES OR NO AS TO EACH PROPOSED AMENDMENT BELOW:**

**AMENDMENTS**

1. Article IV, Section 4 (regarding Association Lots), Section 5 (regarding Common Property Improvements), and Section 6 (regarding Association's Power to Mortgage Property) are hereby deleted in their entirety.

**I consent to the above amendment #1:     Yes                       No**

2. The following sentence is hereby added to the end of Article IV, Section 9 (regarding Enforcement of Rules, Regulations and Restrictions):

"Notwithstanding anything contained herein to the contrary, no fine may become a lien against property unless permitted by the Florida Homeowners Association Act (Chapter 720 of the Florida Statutes)."

**I consent to the above amendment #2:     Yes                       No**

3. Article V, Section 3 (regarding Basis and Collection of General Assessments) is hereby revised to read in its entirety as follows:

**"Section 3. Basis and Collection of General Assessments.** The Association shall annually estimate the expenses it expects to incur and the period of time involved in the estimate, and may assess its Members sufficient monies to meet this estimate. Should the Association at any time determine that the General Assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectable in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A General Assessment shall be considered delinquent if not paid by the due date.

~~The Association shall annually estimate the expenses it expects to incur and the period of time involved in the estimate, and may assess its Members sufficient monies to meet this estimate. General Assessments will not be assessed on an equal basis. For Assessment purposes, the Development shall have two classes of Lots as follows:~~

- ~~A. 'Class A' Lots shall be all those Lots for which infrastructure is not complete;~~
- ~~B. 'Class B' Lots shall be all those Lots for which infrastructure is complete.~~

Common Expenses for administration and capital improvements shall be assessed equally against all Lots. ~~Common Expenses related to maintenance or repair of Common Areas, Association Property or Association Lots shall be assessed only against Class B Lots on an equal basis."~~

**I consent to the above amendment #3:     Yes                       No**

4. The following sentence is hereby added to the end of Article V, Section 7 (regarding Collection of Assessment; etc.):

"Notwithstanding anything contained herein to the contrary, no late fee shall exceed the greater of \$25 or 5% of the installment due, except as may be permitted by the Florida Homeowners Association Act (Chapter 720 of the Florida Statutes)."

**I consent to the above amendment #4:     Yes                       No**

5. The following sentence is hereby added to the end of Article II, Section 2 (regarding Declarant's Right to Add Additional Property):

"In addition to the above, the Association has the authority to subject additional property to the Declaration by recorded document, upon approval by the Board of Directors, and in accordance with any requirements of the Board."

**I consent to the above amendment #5:     Yes                       No**

6. Article VII, Section 4E (regarding Declarant Easements) is hereby deleted in its entirety.

**I consent to the above amendment #6:     Yes                       No**

7. Article IX, Section 2 (regarding Leasing) is hereby revised to read in its entirety as follows:

**Section 2. Leasing.** Any lease or rental agreement must be in writing and must be subject to the terms and provisions of this Declaration and the Rules and Regulations of the Association. No Dwelling may be leased or rented for less than ~~seven (7) days~~ one (1) year, unless a shorter term is approved by the Board of Directors for good cause shown. An application to lease a Dwelling must be provided to the Association in advance, in accordance with procedures established by the Association (including any related fees). The Association may conduct background investigations on prospective occupants, and may deny the lease for reasons including, but not limited to:

A. that, in the Board's opinion, a prospective occupant poses an unreasonable risk to the community or the lessee is unlikely to be able to comply with the financial requirements of the lease;

B. that the Owner is in arrears in any payments due the Association, or is otherwise in violation of any provisions of the governing documents.

Upon notice by the Association to any tenant that an Owner of the tenant's Unit is in arrears to the Association for the payment of assessments or other amounts due the Association, all rents shall be paid to the Association until such arrears are brought current. Every lease shall include a provision specifying the Association's rights to receive such rents from the tenant."

I consent to the above amendment #7:     Yes                       No

8. Article IX, Section 5 (regarding Recreational and Commercial Vehicles) is hereby replaced in its entirety by the following:

**Section 5. Vehicles.** No motorcycle, trailer, boat, camper, motor home, recreational vehicle, bus, dual-wheeled truck, limousine, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment attached to the exterior of same), non-passenger vans, or trucks which have a utility bed or visible racks or other equipment, a pickup topper exceeding cab height, raised suspension, modified exhaust, modified bumpers, non-factory roll bars, or lights mounted more than 6 feet from the street level (except clearance lamps), or camper type stand-up vans with or without high-top conversions, modified conversion vans, vehicles with water and/or sewer connections or rooftop air conditioning units), or similar vehicles shall be parked on any part of the Property, any driveway, or designated parking space within the Property except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Property as the Board may, in its discretion, allow. All vehicles must be registered and operable when parked in a driveway. Maintenance and repairs are not permitted in a driveway (with the exception of normal vehicle cleaning). Public safety vehicles, such as police cars, fire department cars, and the like, are exempt from the above restrictions."

I consent to the above amendment #8:     Yes                       No

9. Article IX, Section 9 (regarding Outside Displays) is hereby deleted in its entirety.

**I consent to the above amendment #9:     Yes                       No**

10. The following sentence is hereby added to the end of Article IX, Section 10 (regarding Antennae):

"The provisions in this section shall not operate to obstruct Federal regulations regarding antennae and satellite dishes."

**I consent to the above amendment #10:     Yes                       No**

11. Article IX, Section 21 (regarding Signs) is hereby revised to read in its entirety as follows:

**"Section 21. Signs.** No Signs of any nature may be posted, erected or placed on any Lot unless approved by the Architectural Control Committee or in accordance with sign standards and guidelines established by the committee. ~~Except in connection with development or sales of Lots by Declarant, its agents or assigns, no signs, advertisement or notices of any kind shall be displayed for public view on any Lot."~~

**I consent to the above amendment #11:     Yes                       No**

12. Article XIV (regarding Declarant's Rights) is hereby deleted in its entirety.

**I consent to the above amendment #12:     Yes                       No**

13. The first sentence of Article XVII, Section 5A (regarding Amendment) is hereby revised to read as follows:

"This Declaration may be amended at any time and from time to time upon the recordation of an instrument approved by owners of not less than 60% ~~65%~~ of the Lots."

**I consent to the above amendment #13:     Yes                       No**

14. Article XVII, Section 8 (regarding Gas Agreement) is hereby deleted in its entirety.

**I consent to the above amendment #14:     Yes                       No**