

EXHIBIT “A”

**AMENDMENTS
TO**

DECLARATION OF COVENANTS OF FALCON’S LEA SUBDIVISION

1. Amendment to Article 1.01 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

1.01 Purpose. The purpose of this Declaration is to (i) promote the health and safety of Lot Owners, (ii) provide for the preservation of the values and amenities to be constructed on the Lots, and (iii) provide for the proper maintenance of the Lots and the administration thereof by the Association. This Declaration shall not affect the Commercial Parcels.

2. Amendment to Article 1.02 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

1.02 Definitions. As used in this Declaration, the following words shall have the meanings stated below:

A. “Association” shall mean and refer to Falcon’s Lea Homeowner’s Association, a Florida corporation not-for-profit, its successors or assigns.

B. “Attorneys’ Fees” shall mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, regardless of whether suit is actually filed, through and including all arbitration, trial and appellate levels and post-judgment proceedings; (b) court costs incurred through and including all trial and appellate levels and post-judgment proceedings; and (c) reasonable fees for attorney and paralegal services as otherwise delineated within this Declaration.

C. “Commercial Parcel” shall mean and refer to Tract “B” as delineated and so described on the Plat.

D. “Declaration” shall mean and refer to the provisions of this Declaration and any amendments thereto properly adopted in accordance with the provisions hereof.

E. “Drainage District” shall mean and refer to the South Broward Drainage District, a water control district, formed under Chapter 298 of the Florida Statutes, its successors or assigns.

F. “Drainage Easement” shall mean and refer to the drainage easements delineated and referred to as such on the Plat.

G. “Entranceway Feature Easement” shall mean and refer to each easement for the construction and maintenance of an entranceway feature established under Section 6.01 below.

H. “Fire Station Parcel” shall mean and refer to Parcel “C” as delineated and so described on the Plat.

I. “Institutional Lender” shall mean any savings and loan association, state bank, federal bank, insurance company, an agency of the United States government, a real estate investment trust, pension trust, an FHA approved mortgage lender or banker, the Federal National Mortgage Association, or its assigns, or Federal Home Loan Mortgage Company or its assigns.

J. “Lake Parcels” shall mean and refer to the parcels delineated and described as Lake Tracts “F”, “G”, “H”, “I”, and “J” on the Plat.

K. "Lot" shall mean and refer to any Lot numbered "1" through "224" as delineated and numbered on the Plat. The word "Lots" shall mean all Lots 1 through 224 shown on the Plat.

L. "Lot Owner" shall mean a record title owner of any Lot and shall include the singular and plural.

M. "Member" shall mean a record title owner of any Lot and shall include the singular and plural.

N. "Plat" shall mean and refer to the Plat of FALCON'S LEA containing the Property as recorded in Plat Book 128, Page 6, of the Public Records of Broward County, Florida.

O. "Property" shall mean and refer to all of the property delineated and described on the Plat, except dedicated roads shown thereon, the Lake Parcels, the Fire Station Parcel, and the Commercial Parcel.

P. "Utility Easement" shall mean and refer to the utility easements delineated on and described as such on the Plat.

Q. "Wall Easement" shall mean and refer to the easement for the construction and maintenance of a privacy wall.

R. "Written Notice" shall mean a written notification that is mailed to a Lot Owner through the United States Postal Service utilizing regular first-class mail, certified mail, or its functional equivalent, unless otherwise specified within this Declaration. The written notice shall be deemed to have been provided when mailed regardless of whether the notice was actually received. The notice shall be mailed to the address of the Lot. Lot Owners may elect to receive written notices at another address by notifying the Association in writing of said address. The notification of said change of address must be signed by all Lot Owners of the given Lot and must be mailed to the Association at its official mailing address. The change of address will take effect when received by the Association. It is the exclusive responsibility of all Lot Owners to provide the Association with the correct mailing address at which to receive written notices. The Association may, in the discretion of the Board of Directors, serve any written notice by personal process server.

3. Amendment to Section 2 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

Section 2 Jurisdiction and Authority

2.01 Association. The Association shall have jurisdiction over the Lots, with the power, authority and duties described within this Declaration.

2.02 Board of Directors. Unless otherwise stated within this Declaration, any actions to be taken by, or required of, the Association, shall be exercised by, or otherwise made by, the Board of Directors of the Association.

4. Amendment to Article 3.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.01 Construction. Unless approved by the Association as to use, location, architectural design, construction materials, and conformity with this Declaration, no improvement (including, but not limited to, exterior paint colors), addition, or structure of any kind including, but not limited to, any building, fence, wall, swimming pool, tennis court, screened enclosure, sewer drain, disposal system, decorative building or structure, landscape device or object, tool shed, tool room, storage shed, or storage room shall be erected, placed, constructed, or maintained, whether attached to or separate and apart from the residential dwelling, upon any Lot, regardless of whether the purpose thereof is decorative or otherwise, nor shall any said addition, improvement, or structure of any kind be erected, placed, constructed, or maintained unless and until the plans,

specifications, and location of said addition, improvement, or structure be submitted to, and approved in writing by, the Association. No improvement, addition, or structure shall be approved if it is not harmonious with the use, location, architectural design, and construction materials of other surrounding structures and topography as determined by the Association. In no event shall any tool shed, tool room, storage shed, or storage room exceed a height of six (6) feet, nor a width exceeding seven (7) feet, nor a length exceeding of seven (7) feet. No tool shed, tool room, storage room or storage shed shall be visible from any street.

5. Amendment to Article 3.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.02 Construction. If construction of any improvement shall not commence six (6) months after the date of such Association's approval of plans and specifications as provided in Section 3.01, the approval shall become null and void unless Association extends the time in which to commence the construction. Upon commencement, construction shall be prosecuted diligently and completed within a reasonable period of time not to exceed twelve (12) months, unless such time is extended by Association. Site appearance during construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition. No dumping of building materials is permitted on any Lot and all construction material shall be disposed of in the manner conforming to the requirements of Broward County. In the event the Lot Owner or its agents, contractor, or subcontractor shall fail to maintain the site as specified and continue such failure more than seven (7) days following delivery of a written notice with respect thereto from Association. Association may order a clean-up of the site and assess the respective Owner the cost and expense thereof and enforce payment of same as provided in Section 10.

6. Amendment to Article 3.04 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.04 Restrictions. The architectural and construction restrictions pertaining to the Lots are contained in Sections 3.05 through 3.13.

7. Amendment to Article 3.05(B) of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

B. Single-family dwellings shall not exceed thirty-five (35) feet in height and shall have roofs made of cement tile, vitreous clay, or other materials approved by the Association, except that dwellings may have "built-up" roofs which overhang patio areas not visible from the street. Minimum roof pitch shall be not less than (rise over run) 5/12 unless contemporary design requires same and the Association gives written approval.

8. Amendment to Article 3.06 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.06 Garages. Each dwelling on a Lot shall have a private and enclosed garage for not less than two (2) nor more than four (4) cars. All garages located on Lots shall have a minimum width of 18 feet for a two (2) car garage, 28 feet for a three (3) car garage, and 38 feet for a four (4) car garage as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two (2) car garage or two (2) sixteen (16) foot doors for a four (4) car garage or two (2), three (3) or four (4) individual overhead doors each with a minimum of eight (8) feet in width. No carports will be permitted. If prior written consent is obtained from the Association, garages may be enclosed for air-conditioned living space.

9. Amendment to Article 3.09 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.09 Property Elevation. No changes in the elevation of a Lot shall be made without the prior written approval of Association. No fill shall be used to extend a Lot beyond the lot line. No sod, topsoil, rock, gravel, sand, clay or earth, except for the landscaping, shall be removed from the Lot, or any lake or pond dug, without the written consent of the

Association and no change in elevation resulting in surface water drainage onto another Lot shall be permitted.

10. Amendment to Article 3.10 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.10 Landscaping. A landscaping plan for each Lot must comply with the ordinances of the governmental body having jurisdiction over the Lots. Each Lot shall be fully sodded, including the area, if any, between the lot line and the street pavement. No Bahia grass or Bahia sod shall be used on any lot. Dead, or otherwise unsightly grass or sod shall be replaced. No vegetable or fruit propagation or cultivation shall occur forward of the front line of any dwelling upon any Lot. No hedge shall exceed a height of six (6) feet. No "invasive non-native" species of plants, trees, or shrubs, as defined by Florida Statutes, shall be propagated, cultivated, grown, or permitted to grow upon any Lot. No gravel or pavement shall be used as a ground cover unless approved by the Association. No containers or pots intended by manufacturer design or by primary use for the commercial propagation, growth, cultivation, or sale of plants shall be permitted anywhere on a Lot for a period exceeding one week. This prohibition specifically includes, but shall not be limited to, "black plastic" or composite pots or containers.

11. Amendment to Article 3.11(A) of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

A. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the prior written approval of the Association. All fences shall be erected so as not to interfere with drainage, maintenance or utility easements. No barbed wire, wire mesh, chicken or hog wire fences shall be allowed. No chain link or cyclone fence shall extend closer to the front of a Lot than the front of the dwelling. Fences and walls shall be at all times maintained in good repair and condition. No fence or wall shall exceed six feet in height.

12. Addition to Section 3 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

3.14. Window Coverings. No window in any dwelling shall be covered with aluminum foil, newspaper, or other unsightly material.

13. Amendment to Article 4.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

4.01 Application. All restrictions contained in this Section pertain to all Lots.

14. Amendment to Article 4.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

4.02 Residential. Each Lot shall be used for a single residential dwelling only, for one family only, and for no other purpose, or shall be vacant. No business or commercial building or structure of any kind may be erected upon any Lot. No business or commercial activity, or advertising thereof, shall be conducted on any Lot.

15. Amendment to Article 4.03 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

4.03 Nuisance. No nuisance shall be permitted to exist or operate on any Lot to the detriment or continued annoyance of any Lot Owner in the vicinity of such nuisance.

16. Amendment to Article 4.04 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

4.04 Refuse and Clotheslines.

A. No lot shall be used as a dumping ground for rubbish, trash, garbage, tree or shrub clippings, or waste (hereinafter collectively termed “refuse”). All refuse shall be contained within sanitary containers and shall not be visible from any street except that said refuse may be placed for pick-up no earlier than twelve hours before the day of a scheduled refuse pick-up. Upon the conclusion of a scheduled refuse pick-up, all refuse containers must be removed to a location on the Lot not visible from the street before the conclusion of the day refuse pick-up was made. Commercial refuse containers being utilized for the purpose of authorized renovation or construction may not remain upon a Lot for a period exceeding 30 days without the approval of the association.

B. Exterior clotheslines are prohibited on any Lot.

17. Amendment to Article 4.05 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.05 Structures and Residences.

A. Only single-family detached dwellings as described in, and in conformity with, section 3 of this Declaration of Covenants shall be used as a residence, whether temporary or permanent, on any Lot.

B. No structure whether temporary or permanent, including but not limited to, tool sheds, storage sheds, out-buildings, enclosures, and tents shall be constructed or placed upon any lot without approval of the Association and without being in compliance with sections 3.01 and 3.02 of this Declaration. In no event may temporary commercial storage containers remain upon any Lot for more than 7 days unless approved by the Board of Directors.

18. Amendment to Article 4.06 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.06 Vehicles. All trucks (excluding pick-up trucks not used for commercial purposes) and commercial vehicles shall be required to be parked in a garage and shall not be permitted to be parked in any other place upon any Lot except during periods of approved construction on the Lot. This parking prohibition shall not apply to the temporary parking of trucks and commercial vehicles for scheduled pick-up, delivery, and other commercial services. No vehicle, of any type, without a current and valid license plate shall be permitted upon any Lot. No vehicle, of any type, missing one or more wheels or tires shall be permitted upon the property. No vehicle, of any type, which is not in operating condition shall be allowed upon the property for more than two consecutive days unless it is stored within an enclosed garage. No airplanes, helicopters, gliders, ultra-light aircraft, hot-air balloons, or any other machine designed to fly shall be permitted upon any Lot. No major repairs of any vehicle, boat, recreational vehicle or similar machine or portion thereof shall be made upon any Lot. No recreational vehicles, including but not limited to campers, trailers, swamp buggies, airboats, shall be parked upon any Lot. Boats may be kept upon a Lot if stored within a garage or if stored within the side yard and not visible from any street. No vehicle of any type may be parked upon the lawn, including the swale, of any Lot. No vehicle of any type, when parked upon the Lot, shall display, or otherwise have attached to it. Any sign or notice advertising or depicting information about a business, enterprise, establishment, or concern unless said vehicle is temporarily parked for the purpose of scheduled pick-ups, deliveries, or commercial services.

19. Amendment to Article 4.07 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.07 Signs, Holiday Decorations, Storm Shutters, and Decorative Bars. No sign, advertisement, or notice of any type or nature whatsoever shall be erected or displayed upon any Lot unless approved by the Board of Directors. A sign advertising the sale of the Lot shall be permitted during the period for which the Lot is for sale. No sign permitted on a Lot shall exceed 576 square inches. All holiday lights and decorations must be removed within two weeks of the conclusion of the holiday. Hurricane

protection panels or storm shutters, including, but not limited to “accordion” shutters and “roll-down” shutters, may be deployed only when an official hurricane or tropical storm warning or watch has been issued for Broward County, Florida by the National Hurricane Center. All hurricane protection panels and storm shutters, including, but not limited to, “accordion” shutters and “roll-down” shutters, must be removed (or if “accordion” or “roll-down” type storm protection devices, stowed in a disengaged position) from the dwelling within one (1) week of the lifting of hurricane or tropical storm watch or warning for Broward County, Florida by the National Hurricane Center. Upon providing a written request to the Association and upon receiving written approval from the Association, a Member may deploy said hurricane protection devices according to the written terms and provisions of said approval. Said hurricane protection devices must subsequently, in accordance with said letter of approval, be removed or otherwise stowed. In determining whether to grant said approval, primary consideration shall be given to situations wherein the Member’s dwelling will be vacant for an extended period of time during the official hurricane season. No decorative or security bars shall be permitted to cover the exterior portion of any door or window of any dwelling.

20. Amendment to Article 4.08 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.08 Oil Drilling and Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

21. Amendment to Article 4.09 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.09 Utility Connections. Connections for all utilities to any Lot including, but not limited to, water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the Association and the governing utility authority.

22. Amendment to Article 4.10 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.10 Air Conditioning Units, Satellite Dishes and Antennae.

A. No window air conditioners shall be permitted to be installed upon any dwelling or other structure upon any Lot.

B. Aerials, windmills, antennae shall not be installed upon any Lot. Parabolic dishes or “satellite” dishes not exceeding 24 inches in diameter may be installed upon a Lot. The installation of said dish must not occur forward of the centerline of any dwelling upon the Lot unless otherwise approved by the Association.

23. Amendment to Article 4.12 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.12 Illegal Use. No illegal use may be made of any Lot or any part thereof. Each Lot, must comply with all laws, ordinances rules, regulations, or other requirements of any governmental agency having jurisdiction thereof. Compliance shall be at the sole expense of a Lot Owner.

24. Amendment to Article 4.13 of the Declaration of Covenants of Falcon’s Lea Subdivision to provide as follows:

4.13 Compliance. It is the responsibility of each Lot Owner to insure that the members of the family of the Lot Owner, his guests, tenants, invitees and employees abide by the covenants of this Declaration and all rules and regulations from time to time adopted by the Association.

25. Amendment to Article 4.14 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

4.14 Subdivision. The Lot Owner of two (2) or more contiguous Lots may apply to Association for permission to use them as a site of a single dwelling. Upon receiving the written consent of Association, said contiguous Lots shall thereafter be treated as a single dwelling Lot except that said Lots shall continue to be treated as separate and distinct Lots for purposes of voting and assessment. Lot Owners qualifying under this Section shall not be required to comply with the side yard set-backs except as to the outside Lot lines. No Lot shall be divided, subdivided or reduced in size without the prior written approval of Association and unless the divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot in accordance herewith, the obligation for Association expenses attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot and the Lot Owner thereof. In the event of such division or subdivision of any Lot the voting rights of the divided or subdivided Lot shall be proportionately attributable to the contiguous Lot to and with which portions of the divided or subdivided Lot become consolidated. Any provision of this Section to the contrary notwithstanding, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one full platted Lot.

26. Addition to Section 4 of the Declaration of Covenants of Falcons' Lea Subdivision to provide as follows:

4.15 Pets. No animals, livestock, or poultry of any kind shall be kept, raised, or used upon any portion of any Lot, except that no more than four total of dogs, cats, or other non-exotic common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No pet shall be kept if it creates a nuisance. Any dog that, without provocation, attacks any person or another pet shall be deemed a nuisance.

27. Amendment to Article 5.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

5.01 Lots. Each Lot Owner shall be responsible for keeping the exterior of his residential home, and all other improvements situated on his Lot in a clean, sanitary, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, windows, screens, roofs and other portions of his property and to keep the paint on the exterior walls and roof in a reasonably good state of repair. Roofs must be periodically pressure cleaned to maintain an attractive appearance in conformity with community standards. Mailboxes must be maintained in an attractive appearance in conformity with community standards. Stains, including but not limited to rust, oil, mold, and mildew, must be removed from all structures, including but not limited to driveway surfaces. Asphalt driveways must be periodically "black-topped sealed" to maintain an attractive appearance in conformity with community standards. If any Lot Owner breaches this covenant the Association may, on behalf of its members, enforce this covenant under the provisions of Section 10 below.

28. Amendment to Article 5.03 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

5.03 Lawn Maintenance. No underbrush and/or other unsightly growth shall be permitted to grow upon any Lot and no refuse or unsightly objects shall be allowed to remain thereon. The lawns and grounds on each Lot shall be maintained by the Lot Owner in a neat and attractive manner including, without limitation, having grass, weeds, undergrowth and other vegetation cut at least once every two weeks during the months of May, June, July, August, September and once every three weeks for the remainder of the year, or more frequently if otherwise needed to maintain an attractive appearance. The shrubbery and trees located on the Lot shall be trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, branches, palm

fronds, shrubs or plants. If any Lot Owner shall fail or decline to keep his Lot free of underbrush, refuse and/or other unsightly objects then the Association, after providing the Lot Owner with seven (7) days written notice thereof, may enter upon said Lot and remove the refuse or otherwise cure the Lot Owner's default of his obligations hereunder. Such entry by the Association shall not be deemed a trespass and the Lot Owner shall be assessed the cost incurred by the Association in curing said default with such assessment constituting a lien upon the Lot.

29. Amendment to Article 6.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

6.01 Entranceway and Wall. The Association's entranceway easement, located at the southeast corner of Lot 1 and the northeast corner of Lot 224 shall be maintained and repaired as a common expense of the Association. All expenses associated with the entranceway easement shall become a part of the Association's annual assessment to the members of the Association. All expenses associated with the wall easement shall be deemed as a special assessment and assessed to the Members accordingly.

30. Amendment to Article 6.03 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

6.03 Wall Easement. Association hereby reserves the right to construct a privacy wall along the east boundary of the non vehicular access easement as shown on the Plat located on the east side of Lots 1 through 8, Lots 218 through 224 and Lots 205 through 207 and an easement in such easement for the repair and access to the privacy wall. The easement for the privacy wall shall inure to the benefit of the Association and the Association shall maintain the privacy wall on the above easement in a state of good repair.

31. Amendment to Article 6.04 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

6.04 Further Easements. With respect to any Lot which has its rear or side lot line contiguous with the perimeter of boundary of the Plat and which perimeter boundary does not border on a dedicated public right-of-way in existence at the time of recordation of this Declaration, then no portion of such Lot may be used, conveyed or dedicated for an easement of any type or for roadway purposes of ingress and egress serving any parcel of property situated of the boundaries of the Plat lying contiguous to a perimeter boundary of the Plat. Association may waive this restriction by placing a written release of this restriction in recordable form in the Public Records of Broward County, Florida.

32. Amendment to Article 7.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

7.02 Lakefronts. No lakefront Lots shall be increased in size by filling in all or any portion of the lake or water on which it abuts or decreased in size by dredging. No dishwasher, septic tank, grease trap or washing machine shall be allowed to drain into any lake or body of water. The shoreline contours of any Lots abutting a lake may not be changed without the written approval of the association having jurisdiction over the waterfront Lot, as the case may be, and the Drainage District. Any Lot Owner may use the Lake for the purposes of propelling small boats of not more than eighteen (18') feet in length by sail, oar, or electric motor. Under no condition shall any Lot Owner use the Lake for any other purpose except as permitted by rules and regulations governing the use and enjoyment of the Lake Parcels adopted by the Drainage District. No boat docks, bulkhead, moorings, pilings or permanently moored rafts shall be constructed on any lake or body of water adjacent to any Lot unless permitted by the Drainage District rules and approved by the Association.

33. Amendment to Article 7.03 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

7.03 Maintenance. The Drainage Easements inure to the benefit of the Drainage District and its successors for the maintenance, repair and replacement of the drainage system and facilities lying within the boundary of the Property. No structure, planting or other material shall be placed or permitted to remain within the Drainage Easement which may interfere with the installation and maintenance of the Drainage Easement or which may change the direction or flow of drainage channels in the drainage easements or which may obstruct or retard the flow of water through drainage channels in the Drainage Easement or which may change the contour of the Drainage Easement located in the rights-of-way or easements. The easement area on each Lot shall be mowed and maintained by the Lot Owner in the same manner as is required for Lot lawns as specified in Section 5 of the Declaration.

34. Amendment to Article 8.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

8.02 Membership. The Association shall have one class of membership:

Each Lot Owner shall automatically be a Member of the Association. Such Membership is appurtenant to the ownership of each Lot and shall not be separable from the ownership of the Lot and shall be deemed to have been conveyed with the conveyance of each Lot, whether or not such membership is expressly referred to in the instrument effecting such conveyance.

35. Amendment to Article 8.03 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

A. Number of Votes.

(1) Each Member shall be entitled to one (1) vote for each Lot owned by such member, however, in no event shall more than one (1) vote be cast, authorized, or otherwise permitted per any given Lot on any matter or subject voted upon regardless of the number of Member-owners of a Lot. Except as provided for in Article 5, Section D of the Bylaws of the Falcon's Lea Homeowners' Association, Incorporated, only one vote exists per Lot.

B. No Cumulative Voting. There shall be no cumulative voting on any vote by the Members of the Association.

C. The Association may suspend the voting rights of a member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days.

36. Amendment to Article 8.04(A) of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

8.04 Duties and Power of the Association. The Association shall have powers and duties which shall include the following:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, under the laws of the State of Florida.

37. Amendment to Article 9.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

9.01 Liens. Each Lot Owner, by accepting a deed to any Lot whether or not it shall be so expressed in such deed, agrees to pay to the Association an annual assessment for reasonable charges incurred in connection with the enforcement of any of the terms and conditions hereof and assessments for the costs of exterior maintenance as described in Section 5 and other features to protect health, safety and welfare of the owners. The Association may impose a lien on each Lot for any unpaid assessments with respect to

that Lot together with interest, costs and reasonable attorneys' fees. The lien is effective from and after recording a Claim of Lien in the Public Records of Broward County, Florida stating the description of the Lot or Lots, the name of the record Lot Owner, the amount due and the due dates of the unpaid assessments. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien includes only assessments which are due when the claim is recorded and must be signed and acknowledged by an officer or authorized agent of the Association and shall include a statement that a copy of the Claim of Lien has been forwarded by certified mail, return receipt requested to the Lot Owner.

38. Amendment to Article 9.04 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

9.04 Due Date of Assessments. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable, in advance, in monthly, quarterly, semi-annual or annual installments, as determined by the Association. Payment for assessments will be accepted only via US Mail to the official association mailing address. Payment will be deemed made on or before the due date if the following conditions are met: 1. Full payment, via check or money order, was mailed to the official association mailing address; and 2. The payment envelope, containing full payment, is post marked on or before the due date. Incomplete or partial payments will only be accepted as incomplete or partial payment and acceptance of such payment will not constitute a waiver or satisfaction of any remaining balances owed including, but not limited to, late fees and interest charges due. Payment shall not be deemed as having been made if said check or money order fails to clear.

39. Amendment to Article 9.06 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

9.06 Additional Assessments. If the annual assessment estimated at the commencement of any fiscal year shall, for any reason, prove to be insufficient to cover the actual expenses incurred by the Association during such fiscal year, the Association shall, at any time it deems necessary and proper, levy an additional assessment against the Lot Owners. Each Lot Owner shall pay a share of such additional assessment determined as if the additional assessment were an annual assessment.

40. Amendment to Article 9.07 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

9.07 Certificate. The Association shall, upon demand, within a reasonable time period, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments with respect to that Owner's Lot have been paid, and, if not paid, the amount due. Such certificate shall be conclusive evidence of payment of assessments therein stated to have been paid. The Association may charge a reasonable fee for such certificate.

41. Amendment to Article 9.08 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

9.08 Effect of Non-Payment of Assessments. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest from the due date at the maximum rate permitted by law, administrative late charges as determined by the Association and the costs of collection thereof including reasonable attorneys fees, become a lien on the Lot or Lots against which such assessment is made upon recording a claim of line, which shall bind such Lot or Lots in the hands of the Lot Owner, his heirs, devisees, personal representatives, and assigns. If any assessment remains delinquent for thirty (30) days after recording a claim of lien, the Association may, at any time thereafter, bring an action to foreclose the lien against the Lots or Lots in like manner as a foreclosure of a mortgage on real property, for all delinquent assessments assessed against such Lot or Lots, together with the costs, expenses and reasonable attorneys' fees, for bringing such action and any appeal thereof or post judgment proceedings with respect thereto.

42. Amendment to Article 10.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

10.01 Benefit. Each Lot Owner, their successors and assigns, by acceptance of a deed to such property shall be bound to each and every covenant, condition, easement, restriction, charge and lien recited herein, whether or not it shall be so expressed in the deed.

43. Amendment to Article 10.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

10.02 Enforcement.

A. Notwithstanding anything to the contrary in this Declaration, the Association shall have the right to enforce the terms of the Declaration. Any and all Owners of any given Lot are jointly and severally responsible, and liable, to abate, prevent, or otherwise eliminate any violation or attempted violation of the Declaration relating to, or otherwise occurring upon, their Lot. If any Lot Owner, or other person, shall violate, attempt to violate, or allow a violation of any covenant contained herein, the Association acting on behalf of its Members, shall first send written notice, in the manner delineated in Section 1.02(R) of the Declaration, to any Lot Owner, or other person, who may be violating, attempting to violate, or permitting a violation of the Declaration. The written notice shall set forth the nature of the violation and the steps necessary to eliminate the violation if not otherwise apparent from the nature of the violation itself. The written notice shall also contain the amount of time that shall be allotted the Lot Owner, or other person, to cure the violation. The Board of Directors of the Association shall determine the amount of time allotted to cure the violation. If any Lot Owner, or other person, should fail to cure the violation as set forth in the written notice describing said violation and within the specific time period allotted as indicated within said written notice, the Association may bring a suit at law or in equity against such Lot Owner, or other person, or both, to prevent, abate, or eliminate the violation of the Declaration. In such a proceeding, the prevailing party shall be entitled to recover all costs associated with said suit, including reasonable attorneys fees. Prior to initiating a suit at law or in equity to prevent or abate a violation of the Declaration as set forth in said written notice, the Board of Directors may, in its discretion, refer the violation matter to an attorney in an effort to secure compliance with the Declaration prior to initiating a suit at law or in equity, and in doing so shall be entitled to recover any and all attorneys fees from said Lot Owner. Attempting to secure compliance with the Declaration prior to initiating a suit at law or in equity shall not estop or otherwise preclude a subsequent suit at law or in equity to prevent or abate a violation of the Declaration. Violation of any of the restrictions of the Declaration shall give the Association the right to enter upon any Lot as to which the violation exists, in order to abate, prevent, remove, or otherwise correct the construction, item, thing, or condition which constitutes a violation of the Declaration. Failure of the Association or any Member to object to a violation or to seek to enforce any of the provisions of the Declaration shall not be deemed a waiver of the right to do so thereafter as to the same or subsequent breach of the same or of any of the provisions of the Declaration.

B. In addition to the foregoing rights, the Association may also in addition to or in lieu of initiating a suit at law or in equity, opt to levy fines against a member or any tenant, guest or invitee if these persons are in violation of any provisions contained in the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of the Association. The procedure for levying a fine and the amount of the fines shall be as established by the Board of Directors and/or Fining Committee from time to time. A fine may not be imposed without notice as provided for in section 1.02(R) of this Declaration of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. Any fine imposed pursuant to this section shall constitute a lien upon the lot as provided for in section 9.08 herein. No

written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement the fining authority. No fine may exceed \$100 (or such other maximum amount as may be allowed by law) per violation. However, a fine may be levied for each day of a continuing violation. If any fine is imposed for a violation of this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations of the Association, the imposition of said fine shall not stop or otherwise preclude the Association from pursuing any suit at law or in equity to abate or prevent a violation of said documents.

C. Any Lot Owner shall have the right to enforce, against any other Lot Owner of the Association, this Declaration, Articles of Incorporation, By-Laws and Regulations of the Association in a suit at law or in equity.

44. Amendment to Article 11.01 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

11.01 Duration. The covenants and restrictions of this Declaration shall run with and bind each Lot and shall inure to the benefit of and be enforceable by the Association, or any Lot Owner their respective legal representatives, heirs, successors and assigns unless an instrument is placed of record containing certified resolutions of the Association certifying that two-thirds (2/3rds) of the members of each Association have voted to terminate this Declaration. Invalidation of any part of the restrictions herein contained shall not invalidate the remaining restrictions which shall remain in full force and effect.

45. Amendment to Article 11.02 of the Declaration of Covenants of Falcon's Lea Subdivision to provide as follows:

11.02 Amendments. This Declaration may be amended as follows:

A. The Association may amend Articles 3.04 through 3.13 and Sections 8 and 9 of the Declaration without the joinder of any Institutional Lender if such amendments do not amend Articles 9.03, 9.05 and 9.09. The proposed amendment shall be sent to each Lot Owner by the Association in accordance with its Bylaws, considered at a Member's meeting duly called in accordance with the By Laws and approved by not less than fifty-one (51%) percent of all of the Members of the Association at such duly called meeting. An amendment of this Declaration as to the above Sections by the Association shall be effective when a written instrument is filed in the Public Records of Broward County, Florida. Such written instrument shall contain the amendment, and a certificate signed by the President and Secretary of the Association certifying that fifty-one (51%) percent of the Members of the Association approved the amendment at a duly called meeting. Such amendment shall become effective when the properly executed amendment and certificate are recorded in the Public Records of Broward County, Florida.

C. Except for the Sections described in Paragraph B. above, all other Sections of the Declaration may be amended without joinder of an Institutional Lender, provided that Section 9.09 of the Declaration is not amended as provided for in this Paragraph C. The proposed amendment shall be sent to each Lot Owner in accordance with the provisions of the Bylaws of the Association considered by the Members of the Associations at a meeting duly called in accordance with the Bylaws of the Associations, and approved by not less than sixty-six and two-thirds (66-2/3%) percent of the total Membership of the Associations. Such amendment and certificate by the President and Secretary of the Associations certifying that sixty-six and two-thirds (66-2/3%) percent of the total Membership of the Association approved the amendment at a meeting duly called in accordance with the Bylaws of the Associations is recorded in the Public Records of Broward County, Florida.