

This instrument prepared by, please record and return to:
 Frank S. Ganz, Esq.
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 Daytona Beach, FL 32115
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**AMENDMENT TO THE AMENDED & RESTATED DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAS OLAS
 HOMEOWNERS' ASSOCIATION, INC.**

The undersigned President of LAS OLAS HOMEOWNERS' ASSOCIATION, INC. ("Association"), and attested to by the Secretary of the Association, hereby certifies that the following Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Las Olas Homeowner's Association, Inc. (the "Declaration") was approved pursuant to Article IX, Section 7 of the Declaration by affirmative vote of no less than two-thirds of the members present or represented by proxy and entitled to vote at a meeting of the members called for such purpose and held on February 20, 2021, and adjourned to and reconvened on April 24, 2021, at which a quorum was present.

NOW THEREFORE, the Declaration in its initial form dated March 20, 2001, and recorded June 8, 2001, at Book 4696, Page 534; as amended by instrument dated and recorded July 16, 2001, at Official Record Book 4715, Page 1002; as amended and restated by instrument dated January 15, 2009, and recorded April 24, 2009, at Book 6346, Page 2537; all in the Public Records of Volusia County, Florida, is hereby amended as follows:

1. Article VI, Section 6(a) shall be amended as follows:

No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Dwelling Unit or lot unless and until all unpaid assessments assessed against such Dwelling Unit or lot and all interest, late fees, attorney's fees, fines, administrative charges, or other monetary obligations shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out of the proceeds from the sale of the Dwelling Unit or lot or by the purchaser of such Dwelling Unit or lot. Any sale or lease of the Dwelling Unit or lot in violation of this section shall be voidable at the election of the Board of Directors.

2. Article VI, Section 6(c) shall be amended as follows:

The provisions of this section shall not apply to the acquisition of a Dwelling Unit or lot by an Institutional Mortgagee who shall acquire title to such by foreclosure or by deed in lieu of foreclosure. In such event ~~the unpaid assessments against the Dwelling Unit which were assessed for Operating Expenses and~~ the Institutional Mortgagee shall only be liable for unpaid assessments, whether regular or special, and attorney's fees related to the collection of any delinquent assessment which became due prior to the acquisition of title by such Institutional Mortgagee whether secured by a recorded claim or lien or otherwise. All other charges shall be deemed waived by the Association and shall be charged to all other members of the Association as an Association expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition

of title by the Institutional Mortgagee and to any purchaser from such Institutional Mortgagee. This safe harbor provision shall not apply to purchasers other than an Institutional Mortgagee which is the holder at the time of the foreclosure sale of the mortgage being foreclosed.

3. Article VI, Section 7 shall be amended as follows:

Section 7. Subordination of Lien. The lien for assessments provided for in this Article shall be superior to all other liens, except tax liens, mortgage liens in favor of Institutional Mortgagees as limited by the other provisions in this Declaration.

4. Article IX, Section 4 shall be amended as follows:

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by the Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Those covenants pertaining to matters requiring approval of the Association may also be enforced by the Association. Any provision of this Declaration relating to the maintenance, operation or repair of the surface water or stormwater management system may be enforced by the St. Johns River Water Management District. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action. The Association may levy fines or suspension of a Member or Owner's use of Common Areas or amenities in response to a violation of the provisions of any governing document or rules or regulations of the Association. Fines for continuing violations may be levied for up to \$100 per day for each day of the continuing violation and may exceed \$1,000.00 in the aggregate.

5. Article X is added as follows:

ARTICLE X

Building, Use, and Architectural Covenants

Section 1. Land Use. The use of a Dwelling Unit, lot or Common Areas by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles and Bylaws and the Rules and Regulations of the Board of Directors. A lot and any Dwelling Unit built thereon shall be used only for residential purposes for immediate members of a single family and their guests and invitees.

Section 2. Architectural Control. Members must obtain written approval by the Las Olas Architectural Review Committee (ARC) and, the Town of Ponce Inlet or any applicable building, permitting or zoning authority before commencing any of the following:

- a. Erecting, placing, or constructing any home, building, dwelling or accessory structure.
- b. Altering the exterior features, colors, materials or any other exterior appearance of any existing home, building, dwelling, or accessory structure.
- c. Constructing any swimming pool.
- d. Erecting any fence or wall.
- e. Constructing any exterior water elements including but not limited to ponds or fountains.
- f. Alterations to landscaping that result in 50% or more of the original landscape design installed at the time a Dwelling Unit was constructed.
- g. Any other exterior work not otherwise expressly permitted without approval in the Association's governing provisions.

All owners are to submit a complete set of final plans and specifications prepared by an architect or other applicable professional for all construction and landscaping, exterior colors, site grading plan and plot plan with details of all structures. All documents must be to scale. The plans and specifications of all construction thereunder, and every alteration of any building or structure shall be in accordance with all building Municipality codes and ordinances. It is the responsibility of the lot Owner to obtain applicable governmental authority for all technical data regarding any construction prior to the start.

The Association or Architectural Control Committee shall, within thirty (30) days after submission of said final plans, in writing and/or direct email accept, reject, or propose changes to the said plans. Failure to obtain written approval from the Architectural Review Committee of the final plans and specifications for all construction on the Lot will result in the Board's shall right to proceed in the Courts to obtain a mandatory injunction requiring any construction done without approval to be torn down or removed forthwith.

If any exterior design changes (such as material, landscaping, footprint) are made in the process of construction, it shall be brought before the ARC committee for approval prior to construction changes.

The ARC shall be comprised of a minimum of three (3) members who shall be appointed by the Board. Quorum for ARC meetings shall be two when the ARC is comprised of 3 members. At any time the ARC is comprised of more than 3 members, quorum for ARC meetings shall be 3.

Section 3. Construction Site and Street Conditions. During construction it is the responsibility of each Lot owner along with their contracted Builder to prevent the development of any unclean, unsightly, or un kept conditions of the buildings being constructed, lots being modified and to protect the sanctity of the properties around it. The Lot owner must plan to control and protect all sand or silt run-off so as not to run into the Storm or Sanitary Sewer Systems. All construction debris on the site must be controlled, organized, and cleaned up daily so as not to blow into or become a nuisance to any adjacent parcel or home. Lot owner must meet with the Builder before construction to coordinate

all building trades and the parking during construction to Not disrupt or block driveways and streets so there is minimal impact to the existing residents within Las Olas.

Section 4. Variances. Association or ARC, in their sole discretion and by written instructions, may grant any variation or modifications to these covenants, conditions and restrictions, and written approval by the ARC of such variation or modification shall be binding on all Owners.

Section 5. Architectural Elements. In an effort to maintain a continuity of building types, the following minimum standards must be maintained throughout the Committed Area:

a. Facade Treatment. All residential units shall be constructed of concrete block or wood. In no case shall modular pre-fab type units or mobile homes be permitted on any lot. Siding materials shall be limited to stucco, brick, stone and various wood finishes. In no event shall exposed concrete block be permitted. The exterior front of the residence shall be either rough wood, glass, brick, or stone, or a combination thereof with stucco or block with a finished face such as ribbed and spit face. In the event that the finished appearance is not maintained by the homeowner, the Board can enforce such maintenance at the cost of the homeowner.

b. Roofing. All roof materials shall be of Asphalt/Fiberglass dimensional shingle material, cement or clay tile material, Standing Seam Metal Roofing or Flat Roofs or submitted and approved by the ARC.

Section 6. Deposit. For any alteration or construction activity requiring approval of ARC, a refundable deposit for \$500.00 must be paid by a homeowner to the Association prior to commencing any approved activity, unless the deposit is waived by ARC in its sole discretion. In the event, any damages to roads, gates, landscape, utilities, or any other Association property result from the homeowner's activity or its subcontractors, the deposit shall be retained by the Association to repair such damages.

Section 7. Debris Removal and Cleanup. Homeowners are responsible for daily cleanup of roads, rights-of-way, and other peoples' properties including confinement of trash. A fine will be imposed to the property owner in the event of failure to do so. Homeowners are responsible to keep contractors and sub-contractors from blocking the roads to through traffic. If extra parking is needed during construction to meet these conditions, common area parking lot may be used upon board approval.

Section 8. Additional Rules and Regulations. The Board shall have the authority to promulgate rules and regulations about usage of Common Areas of Dwelling Units. Regulations promulgated by the Board concerning the use of property within Las Olas shall be observed by the Members and their family, invitees, guests and tenants.

Section 9. Dwelling Unit Location. Dwelling Units shall be located in conformance with this Declaration, the applicable ordinances of Volusia County and the Town of Ponce Inlet and any specific approvals thereof.

Section 10. Damage to Dwelling Units. If a Dwelling Unit is damaged, through Act of God or other casualty, then Owner shall promptly cause the Dwelling Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications, unless other plans and specifications are approved, in writing, by the Association or through its ARC as the case may be. Timely repairs to any damaged Dwelling Unit are governed by the Declaration.

Section 11. Temporary and Accessory Structures. No accessory building or structure of a temporary character, trailer, or tent shall be permitted on any lot or Common Areas at any time or used on any lot as living quarters or for storage at any time, either temporarily or permanently, except as permitted by the Association. No gas tank, gas container or gas cylinder serving a Dwelling Unit shall be permitted to be placed on or about the outside of any Dwelling Unit or any ancillary building and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance when gas is used.

Section 12. Signs. Size and location of any type of commercial signage (for sale, builder, pool companies, etc.) is governed by The Town of Ponce Inlet's building division. No other sign, advertisement, or poster of any kind shall be erected or displayed to the public view on the Committed Property without the prior written approval of the Association as to size, color, content, material, height, and location. The Association shall have the right to adopt and enforce uniform standards as to the appearance and method of display of signage. All signs must be maintained and removed in a timely manner.

Section 13. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind or size shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept as authorized by the Board of Directors of the Association. However, the number of said pets shall not exceed or three (3) for any Dwelling Unit, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. As per the Town of Ponce Inlet ordinance, all pets must be on leash at all times and excrements removed by owner.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any Dwelling Unit or lot, nor shall anything be done thereon which is, or may become, an annoyance or a nuisance to the neighborhood.

Section 15. Antenna. No television, radio, electronic or other type of antenna or satellite dish may be erected on the Committed Property or attached to the exterior of any Dwelling Unit thereon. Notwithstanding the above, a satellite dish shall be permitted on the property with the prior written approval of the Association as to location and color. Such equipment shall not be visible from the street.

Section 16. Exterior Appearances and Maintenance of Landscaping. The paint, coating, stain, roof color and material and other exterior finishing colors on all Dwelling Units will be approved during the ARC process. Prior approval by the ARC or Board shall be required if an Owner wishes to paint, varnish, stain or make any application to exterior trellises or

wood treatment, if any. Neither aluminum foil, paper, nor anything which the Association deems objectionable may be placed on windows or glass doors. All items such as grills, outdoor play structures or any similar item used on any lot or Dwelling Unit must be kept within the side or back sections of the Dwelling Unit. Large outdoor play structures must be built in the back section of the Dwelling Unit and every effort is to be made via landscaping or trellises to conceal from the front view of the Dwelling Unit. Any landscaping and elevation changes of more than 50% of original design shall be submitted to the board for approval.

All Dwelling Units and lots shall be kept in a clean and sanitary manner and no rubbish, lawn and shrub debris, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed. Household waste is to be placed by curbside no earlier than the evening before the scheduled waste collection day.

Section 17. Lawns & Existing Trees. All areas not covered by buildings, structures, walkways, concrete or paved parking shall be maintained as lawns and/or landscaping areas and shall be maintained to the edge of the Concrete street curb and guttered at the street edge. Lawns must be sodded with St. Augustine or Zoysia grass. Bahia Sod is not acceptable. Neither the Association nor an Owner or other person shall remove any live tree with a trunk of eight inches or more in diameter (as measured one (1) foot from ground level) from any portion of the Committed Property. If said trees are removed without the prior consent, the Owner or the Association, as appropriate, may replace same with trees of comparable size.

Section 18. Grades and Elevations. A topography plan showing grades, elevation and drainage must be submitted and approved by ARC prior to permitting. To preserve and maintain proper drainage in Las Olas, no changes in grades or elevations of any portion of an existing Dwelling Unit (including the swale areas) or Common Areas shall be made without the prior written approval of the Board. The Board has the right to request review from The Town of Ponce Inlet building department prior to issuing written approval.

Section 19. Drainage System and Swales. The Association shall maintain any drainage system within the Common Areas or the Committed Property. Owners must maintain the swales located on an Owner's Lot. Standards for the location, width, depth and invert grades of culvert shall be initially established by The Town of Ponce Inlet's building codes. Nothing shall be constructed, maintained, altered or permitted to exist on any portion of the Committed Property if it obstructs or could obstruct the flow of surface drainage or any other function of the drainage system. No change in grade or elevations shall be made without prior approval by ARC and the Town of Ponce Inlet.

Section 20. Fertilizers and Pesticides. Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides may be used anywhere in Las Olas. No person shall use any EDB or dioxin within Las Olas.

Section 21. Commercial Vehicles, Recreational Vehicles, Trucks, Watercraft, and Trailers.

Overnight or permanent parking of large vehicles including delivery trucks, semis, panel trucks, commercial vans, commercial trailers and other commercial or similar vehicles shall be prohibited. During periods of approved construction of a Dwelling Unit, construction materials may be kept in trailers overnight as required and stored on the Committed Property. Overnight or permanent parking of recreational vehicles or similar vehicles shall be prohibited. Personal use trucks are permitted. Watercraft and trailers must be parked as follows: 1. In either a garage or enclosed building; 2. Within one of the side yards, located behind the portion of the principal structure closest to the street (front plane of the Dwelling Unit) behind a closed fence or gate. Must be fully screened from adjacent properties and right-of-way; or 3. In the driveway for a maximum time period of 24 hours per consecutive seven-day period.

Section 22. Sales and Rentals. No Dwelling Unit may be rented, leased or sublet for a term of less than one hundred eighty (180) days or more than once in any one-year period. The Town of Ponce Inlet has rental ordinances in place governing rental registrations and compliances. Failure to comply with local rental ordinances shall be a violation of the Association's governing provisions.

Section 23. Walls/Fences. Perimeter walls and fencing are permitted by the Association upon review and approval by the ARC and Board of Directors. Any fencing running along the perimeter of the Las Olas subdivision including Atlantic Avenue, Peninsula Avenue or Inlet Harbor Road must be black aluminum fencing conforming with existing fencing. Chain-Link fencing is not allowed. All fencing installations must be submitted to The Town of Ponce Inlet for permitting approval.

Section 24. Garbage and Trash Disposal. No garbage, refuse, trash, rubbish, grass or shrubbery clippings shall be deposited on any place of the Common Area or any lot in the Committed property except in areas designated by the Association for such purpose. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept hidden from view by plantings or decorative fencing. Yard waste may be placed by curbside on the weekends for scheduled yard waste collection day.

Section 25. Outdoor Drying and Laundry. No clothing, laundry, or wash shall be aired or dried on any portion of any Common Area or the front yard or side yards of any lot. Clotheslines are permitted in the rear yards of Dwelling Units so long as the clothesline is screened from view from other Dwelling Units, roadways, and Common Areas. The Association may adopt rules or regulations pertaining to the screening necessary under this section. No clothing, laundry, garments, rugs, etc., shall be hung from windows, doorways, or railings of Dwelling Units.

Section 26. Swimming Pools and Screen Enclosures. All screen enclosures, pools, deck areas, patios, hot tubs, Jacuzzis, and sun decks must be approved in writing by the ARC or the Board of Directors. Above ground pools are not permitted.

Section 27. Lawful Conduct. No immoral, improper, offensive, or unlawful use shall be made of any Dwelling Unit or other improvements. All valid laws, zoning ordinances, and

regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 28. Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit or on his lot which will increase the rate of insurance as to other Owners or as to their Dwelling Units, lots or to the Association as to the Common Areas.

Section 29. Parking Spaces. Each Owner shall have the exclusive right to use the paved portions of the Owner's lot for parking and shall not park on any unpaved areas; the exception being to wash vehicles on the side lot of the Dwelling Unit.

Section 30. Basketball Boards. Basketball nets and backboards must be approved by the Board of Directors prior to installation.

Section 31. Skateboard Ramps. Skateboard ramps are prohibited on any lot or Common Area.

Section 32. Flagpoles. All flagpole structures and their locations must be approved by the ARC and Board of Directors prior to construction and/or installation of same.

Section 33. Decorative Items. The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths and other ornamental accessories must be submitted to the ARC for review and approval by the Board of Directors prior to use, installation or construction.

Section 34. Mailboxes. All mailboxes shall be of a standardized type as designated by the ARC as to style, location, material, color, height and type of post mounting in accordance with USPS Guidelines. Custom mailboxes that are architecturally designed in keeping with the upscale of the neighborhood shall be permitted but must be approved by ARC.

Section 35. Lighting. All exterior lighting, including, but not limited to, walkway, driveway, accent, or landscaping must be approved by the ARC and approved by the Board of Directors prior to construction or installation.

Section 36. Businesses. No trade, business, professional office, or any other type of commercial activity shall be conducted on any portion of the Committed Property or in any Dwelling Unit. Existence or use of a home-office shall not constitute a violation of this covenant so long as the use of a home-office does not cause or include any of the following activities related to such home-office or business use: vehicular traffic; visitors; commercial shipping or receiving; storage outside of the residential structure; signage; excessive noise; exterior changes to the Lot; manufacturing; presence of employees, independent contractors or vendors; violate any regulations of the municipality, county or state zoning authorities which may govern the Lot; or otherwise cause a nuisance or disturbance to the community.

Section 37. Wells. Residential wells must be approved by the ARC for location on the committed property. Permitting must be obtained from the St. Johns River Water

Management District, Volusia County, and the Town of Ponce Inlet. All pumps and wells to be covered, screened, or shielded from view with fencing or landscaping shrubs.

Section 38. Air Conditioners and Pool Equipment. All air conditioning units compressors or pool pumps, heaters, controls, etc., must be covered, screened, or shielded from view with fencing or landscaping shrubs.

Section 39. Water Conserving Fixtures. Only water conserving fixtures designed to meet county or state standards shall be installed in any Dwelling Unit.

Section 40. Set Backs. For all lots, the setbacks shall be as provided for by the Volusia County Development Regulations.

Section 41. Minimum Living Area. The minimum living area of a Dwelling Unit, exclusive of open porches, screened-in-patios and garages shall not be less than two thousand three hundred (2300) square feet. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, roofed-screen porches and the like shall not be taken into account in calculating the minimum square foot areas as required by this Declaration.

Section 42. Maximum Height Requirements. No structure on any lot shall exceed thirty-five (35) feet in height from the crown of the roadway abutting the lot.


Section 43. Violations. In the event of a violation of any governing provision of the Association or any rule promulgated by the Board of Directors of the Association, or the Architectural Review Committee, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of ten (10) days from the date of the written notice, the Owner may be fined an amount up to \$100.00 per day, per violation. The fine for a continuing violation may exceed \$1,000.00 if the violation continues. A fine shall be treated as and collectible in the same manner as any regular or special assessment, and those sections providing for the recording of the assessment lien, enforcement and collection shall also apply to these charges.


Section 44. Drones. All residents are asked to be respectful of their neighbors when using drones.


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Signatures to follow.]**

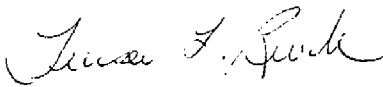
Signed, sealed and attested to this 16th day of June 2021 in the presence of:

LAS OLAS HOMEOWNERS
ASSOCIATION, INC., a Florida not
for profit corporation


WITNESS, print name: Jennifer Gillikin

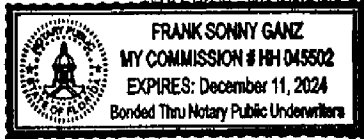

by: Brian T. Smith, President



WITNESS, print name: Frank S. Ganz


by: Teresa L. Revak, Secretary

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16th day of June 2021 by Brian T. Smith, as President of, and Teresa L.
Revak as Secretary of Las Olas Homeowners Association, Inc., who are personally known to me or
who have produced _____ as identification.




Print Name: Frank S. Ganz
Notary Public, State of Florida