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JEFFREY K BARTON, CLERK OF COURT

**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RIGHTS, LIMITATIONS AND RESTRICTIONS
FOR
CRYSTAL FALLS OF VERO**

THE UNDERSIGNED, being the President and Secretary of **Crystal Falls Property Owners' Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the owners of lots in the above-named association, held on the 6th day of February, 2010, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions for **Crystal Falls of Vero**, as originally recorded in Official Record Book 1515, beginning at Page 0001, Public Records of Indian River County, Florida, not less than sixty-six percent (66%) of the entire membership of the Board of Directors and by not less than sixty-six percent (66%) of the entire membership of the Association affirmatively voted to amend the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions, and any previously amended Paragraphs, Sections, Items, etc. contained herein, shall be amended to read as follows:

I. Article I, Page 2, Section 20 shall be added and read as follows:

Section 20: "Right-of-Way" shall mean and refer to road divider, road, and portion of lots measuring from center line of road, 28 feet in either direction for Lots 19 through 40, all other lots measure 25 feet from center line of road. Note: In all cases there will be some overlap of the right-of-way and the easement of lots.

II. Article II, Page 3, Paragraph 6 shall be amended to read as follows:

(6) Construction: All house plans and landscape plans must be submitted and approved, in writing, before any construction takes place. All construction shall be governed and controlled by the Architectural Control Committee, as described in Article V hereof. No used materials shall be permitted in the construction of any Structure. Only new materials shall be utilized to construct Structures within the Development, including Residences. No vinyl siding will be permitted. All construction shall be completed within one year from the commencement date of construction. All exterior walls shall have a minimal height of nine feet and four inches (9'4"). All exterior front doors shall be eight (8) feet tall. Soffits shall have a minimal size of twenty-four inches (24"). The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Exterior surfaces will be materials that blend with and are compatible with the natural landscape. All roofs shall be constructed of one of the following: architectural type roofing three (3) dimensional type shingles or their equivalent, cement tile, tin, or its equivalent. The roof-pitch for any building Structure shall be a minimum of 6 feet in 12 feet. Domes and other such offensive structures are forbidden. Air conditioning units, wired generators, irrigation pumps and filters must be screened by fences, walls or landscaping so as not to be seen from the street or adjacent property and must be submitted, in writing, to the Architectural Control Committee for approval.

III. Article II, Page 5, Paragraph 14 shall be amended to read as follows:

(14) Noxious or Offensive Activities, Lighting, Noise: No noxious or offensive activity (Nuisance) shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any other Lot owner. In addition, holiday lighting and decorations cannot be installed, displayed, or erected prior to the weekend before Thanksgiving and must be removed not later than the second Sunday evening following New Years Day. Exterior quiet hours shall be maintained following County Ordinance, 10:00 p.m. to 6:00 a.m., Monday through Saturday and all day on Sundays and holidays.

IV. Article II, Page 5, Paragraph 17 shall be amended to read as follows:

(17) Lot Clearing and Landscape: No clearing of any lot shall be permitted without the written permission of the Architectural Control Committee. Every effort will be made to save as much natural vegetation as possible (up to 15%) when clearing a lot and thereafter must be maintained.

No trees larger than six inches (6") in diameter or any natural vegetation in scrub area shall be removed without the written permission of the Architectural Control Committee. The Committee may require surveys and/or drawings in addition to other documentation of the plant life existing on the property. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. Upon the construction of any dwelling Structure on a Lot, the entire Lot, excluding areas where a Structure is located, or where natural vegetation is being maintained, shall be completely landscaped. All landscaping shall be properly watered, manicured, and cared for to ensure a healthy yard. All sod shall be of the Floratam variety. All Lots, once improved with a Residence and landscaping, shall have installed an irrigation system sufficient to water and service the landscaping and sod. A minimum sum of \$3,000.00 shall be expended by the Owner for landscaping, exclusive of the cost of sod and mulch, which shall, at a minimum, include two (2) Indian River County approved canopy trees (planted or preserved) having a minimum trunk diameter three (3) inches from the root system and not less than ten (10) feet in height. One (1) of the Indian River County approved canopy trees shall be planted between the front of the house and street or sidewalk centered in the front yard of any house. In addition to our already existing tree requirement, the County on March 14, 2005, added a code requirement for two (2) canopy trees to be chosen from their approved list, along with the requirement that they must remain viable. Owners of Lots fronting on the main large lake must sod and maintain sod and landscaping in the maintenance easement areas as well as to the water line on their respective lot lake frontages. All landscaping plans, whether associated with new construction or resulting from a request for a major re-landscaping, must be submitted in writing to and approved by the Architectural Control Committee prior to commencement of work.

V. Article II, Page 5, Paragraph 20 shall be amended to read as follows:

(20) Air Conditioning, Irrigation, Pool Equipment, and Wired Generator: No window or wall air conditioning units shall be permitted. All exterior pumps, motors, compressors, tanks, or similar mechanical devices shall be properly screened from view so as not to be visible from any Street serving the Property or from other Lots.

VI. Article III, Page 6, Section 2 shall be amended to read as follows:

Section 2: Voting Rights: The Association shall have one (1) class of voting membership. The voting Interests of the Members of the Association shall be determined as follows:

Class A: Class members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an Interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Paragraph deleted in entirety.

VII. Article IV, Page 8, Section 7 shall be amended to read as follows:

Section 7: Date of Commencement of Annual Assessment of Annual Assessments – Due Dates.

The commencement date of the annual assessment for all Lots located in individual phases provided for herein shall be set at the discretion of the Board of Directors at any time after January 1, 2006. The Association shall assume maintenance responsibility to maintain the grounds and landscaping located within the Common Area at its sole costs and expense prior to the receipt of the assessment, as provided in this Declaration (except for such maintenance of the easement areas as is required to be performed by Owners or occupants of Lots pursuant to subparagraph (22) of Article II of this Declaration). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. An Invoice from the Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

VIII. Article VII, Page 10, Paragraph 7 shall be amended to read as follows:

(7) No sign of any kind shall be displayed to the public view on any Lot with the exception of:

- 1.) one sign of not more than one (1) square foot advertising the Lot or home for sale or rent, and
- 2.) signs used by approved model home builder(s) during the construction and sales period of a 'spec' home, said signs not to exceed four (4) square feet. Signs by parties other than the contractor completing the home (e.g. subcontractors, pool builders, etc.) are prohibited. Signs must be approved as required herein. No flags, banners (i.e. school, sport team, etc., except on game day), or other attention getting devices are permitted to be flown from any home or property. The exception is one standard (approximately 3-1/2' x 5') American flag and/or one same size service flag (Army, Navy, etc.) either on a pole attached to the house, or if erected, a

twelve (12) foot flag pole. If a flag is flown, it must be done according to proper daily American flag protocol.

IX. Article VII, Page 11, Paragraph 10 shall be amended to read as follows:

(10) The overnight parking or storage of recreational vehicles, motor homes, campers, boats, trailers of any type, or trucks of any nature larger than one (1) ton capacity shall not be allowed to park on any right-of-way or Lot unless enclosed in a garage. No commercial vehicle (pick-up or otherwise) including, but not limited to, those that have been altered to be utilized for commercial purposes (i.e. adding racks, signs, storage areas, ladders, etc.) shall be allowed to park on any right-of-way or Lot unless enclosed in a garage. If the only indication that a vehicle is commercial is signage (i.e. no rack, ladder, etc.) the owner is granted the option of placing a magnetic cover over signage rather than enclosing in garage.

X. Article VII, Page 12, Paragraph (16)vi shall be amended to read as follows:

(16) vi. No fences, hedges, dog houses, sheds, structures of any kind, vehicles, or boats, shall be placed or maintained within the fifteen (15) foot Lake Maintenance Easement. Any pre-existing structures must be removed by current owner upon notice.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Covenants, Conditions, Easements, Rights, Limitations, and Restrictions this 18 day of MARCH, 2010.

ATTEST:

CRYSTAL FALLS PROPERTY OWNERS

ASSOCIATION, INC.

By: _____

ROBERT BORELLI
President

By: _____

LEONA ALLEN
Secretary

STATE OF FLORIDA)

) ss:

COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared ROBERT BORELLI and LEONA ALLEN, respectively the President and Secretary of Crystal Falls Property Owners Association, Inc., who have produced Miss License Drivers License(s) or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 18 day of March 2010.

Patricia Ann Thomas

Printed name: PATRICIA ANN THOMAS

Notary Public, State of Florida

(Affix Seal)

