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**AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

COMMODORES CLUB

The following amendments to the Declaration of Covenants, Conditions, Restrictions, and Easements of Commodore's Club are hereby adopted. Said amendments shall take effect on the fifth (5th) day following the day on which copies thereof are deposited in the United States Post Office by an officer, member, or agent of the Commodore's Club Homeowner's Association, Inc., postpaid, and addressed to each member of the Association, as shown on the records of the Association.

NOTE: New text is indicated by underlining the text; deleted text is indicated by ~~striking-through-the-text~~.

Article II, Section 1(a) is amended to provide as follows:

(a) The right of the Association to suspend the ~~voting rights and right to use of the~~ Recreational Areas and facilities located thereon by an Owner and his or her family members, tenants, and guests on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a reasonable period, not to exceed 60 days, for any infraction of its published rules and regulations, as determined by the Board of Directors, for any violation of the Declaration, Bylaws, or published rules and regulations of the Association by the Owner, his tenants, guests, invitees, and employees. In no event may the Association deny an Owner use of the entrance areas or Common private Roads or eul-de-sae, if any, so as to prohibit ingress and egress to his Lot. Suspensions imposed hereunder for failure to pay assessments are not subject to the procedural and other limitations contained in Section 1 of Article XII.

Article IV, Section 8 is amended to provide as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by the law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot. In addition to the preceding remedies, the Association shall have the power to impose fines for the failure of any Owner to make timely payment of any assessment. Such fines are not subject to the procedural and other limitations contained in Section 1 of Article XII.

Article IV, Section 11(c) is amended to provide as follows:

(c) initial cost of, -if any, new service to be performed by the Association.

Article V, Section 2(b)(i) is amended to provide as follows:

(i) To draft Architectural Planning Criteria subsequent to the termination of the Declarant's control of the ARB. The ARB shall recommend to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association. However, ~~a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification, shall be delivered to each member of the Association.~~ However, a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. No Board approval shall be required during the time the Declarant has control of the ARB.

Article V, Section 2(b)(v) is amended to provide as follows:

(v) If any improvement of any kind is made on the Lot of an Owner without permission of the ARB, or, if any improvement incorporates an unapproved change, modification, or alteration of plans and specifications previously approved by the ARB, the Owner shall, upon demand of the Declarant, the Association, or any Owner, cause the improvement to be removed and the Lot and the improvements thereon restored to their preexisting condition. Notwithstanding the foregoing, if the Board of Directors determines that a change, modification, or alteration of plans and specifications previously approved by the ARB was not willful, the Owner shall not be required to remove the improvement entirely, but shall be required to restore the improvement to comply with the plans and specifications originally approved by the ARB. If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

Article V, Section 4(h) is amended to provide as follows:

(h) Fences and Walls. No fence or wall shall be constructed on any Lot that is adjacent to any lake or adjacent to any Lot that is adjacent to any lake. A fence or wall may be constructed on any other Lot if it conforms to the following standards:

(1) No portion of a fence may be erected in the front yard of a dwelling. For this purpose: (1) the front yard of a

dwelling consists of those portions of the Lot that are closer to the street than any part of the dwelling; and (2) a garage shall not be considered part of a dwelling.

(2) No portion of a fence shall extend outside of lines extended from and aligned with the side walls of the dwelling.

(3) The top of the fence shall be flat.

(4) The fence shall be of the stockade variety or may have gaps between the upright members.

(5) The height of the fence from ground level shall not be more than six (6) feet.

(6) The fence shall be natural, but a clear sealer or clear waterproofing may be used.

The ARB may require additional landscaping. Any fence, wall, hedge or similar structure or improvement must be included in the development plan with respect to location, height, and type of material, and must be approved by the ARB.

The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain-link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect and maintain a fenced enclosure or to construct and maintain another ARB approved method for keeping and maintaining such permitted pets. Such enclosure shall be of a reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and shall be screened so that the pets are not visible from neighboring property. Any fence, wall, hedge or other similar structure or improvement must be included in the development plan with respect to location, height, and type of material and must be approved by the ARB.

Article VI, Section 1 is amended to provide as follows:

Section 1. Residential Uses: Leases.

(a) Except as otherwise stated herein or as expressly authorized by applicable law, Lots shall be used for residential living units and for no other purpose. Notwithstanding this limitation, and no business or commercial building may be erected on any Lot and no business may be conducted on any part of any Lot:

(1) Under the express authorization of the Declarant or the Association, a sales office trailer may be placed on a lot owned by a builder for a reasonable period of time.

(2) An Owner may maintain an office on his or her Lot, provided that: (a) no employees or business associates use the office; (b) no customers, clients, patients, or other business invitees visit the office; and (c) there is no sign or other outward appearance from the street that a business is being conducted on the Lot.

(b) No Lot shall be leased by the Owner for a period of less than six months. Leases shall be in writing, shall condition their continuation on compliance by the tenant with the provisions of the Declaration and the Bylaws and rules of the Association, and shall prohibit subleasing.

Article VI, Section 2 is amended to provide as follows:

Section 2. Antennae. Except as authorized by law or regulation, nNo aerial, antenna, satellite receptor dish or similar device shall be placed or erected upon any lot or affixed in any manner to the exterior of any building on such Lot without the written consent of the ARB. If installation of such a device is authorized by law or regulation, such device shall not be installed without the written approval of the ARB as to its position on the Lot. In addition, the ARB may require that, to the greatest extent possible, the device and-if-approved,-must be appropriately screened from the view of neighboring owners and from-the-street,-such-screening-to-be-approved-by-the-ARB.

Article VI, Section 5 is amended to provide as follows:

Section 5. Signs. Except for signs maintained by a builder with the permission of the Declarant and signs advertising a Lot for resale, nNo signs, -greater-than-3-square-feet, may be placed on any Lot, -and-all-signs-must-be-approved-by-the-ARB. All signs advertising Lots for resale shall conform to the specifications adopted and published from time to time by the Board of Directors. Only one resale sign may be placed on any Lot.

Article VI, Section 8 is amended to provide as follows:

Section 8. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the Board of Directors or its duly authorized delegate ARB. Without limiting the Association's right to collect and assess fines in other instances, it is specially acknowledged that Owners may be fined for each violation of this provision by themselves, their families, guests, tenants and invitees.

Article VI, Section 10 is amended to provide as follows:

Section 10. Pets and Animals. No animals other than dogs, cats, canaries, parrots, parakeets, tropical fish, and such other animals as may be approved in writing by the Board of Directors or its duly authorized delegate except common-domestic-household pets, -not-to-exceed-two-(2)-in-number, -within-the-ordinary-meaning-and-interpretation- of-such-words, may be kept, maintained, or cared for, or boarded on in any Lot or within the Property. Unless otherwise permitted by the Board of Directors or its duly authorized delegate, with respect to the category of cats and dogs, no Owner shall keep more than two animals.

No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance, -and-no-pets-will-be-allowed-on-the-Property-ether-than-on-the-Lot-of-the-owner-of-such-pets, -unless

confined to a leash. No animal shall be allowed to run or fly loose pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Animals shall be restrained on the Owner's Lot or, when off the Owner's Lot, on a leash or other effective means of restraint at all times. Each animal owner shall see to it that animal excrement is not left on a Lot which he or she does not own or on the Common Property. Animal excrement shall be minimized on an Owner's Lot. Upon written request of any Owner the ARB may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the ARB in such matters is conclusive and shall be enforced as other restrictions contained herein. No pet may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed. All cats are required to wear bell collars.

No method of animal restraint is permitted if that method constitutes a violation of the provisions of Section 4(h) or Article V (relating to fences and walls).

Article VI, Section 12 is amended to provide as follows:

Section 12. Automobiles, Trucks, Trailers, Boats, Etc. Except as otherwise provided in this section, no vehicles shall be permitted to be parked or stored on any Lot or on the Property other than in an enclosed garage. For purposes of this section, the term "vehicle" means a device for the transportation of persons or property including, without limitation, an automobile, van, truck, sport utility vehicle, camper, trailer, boat, motorcycle, or recreational vehicle. It includes both motorized and nonmotorized vehicles. For purposes of this section, the word "Owner" includes the Owner, a member of the Owner's family, a tenant of the Owner, members of the family of a tenant of the Owner, and a guest or invitee of the Owner or the Owner's tenant.

(a) Commercial vehicles owned by persons other than Owner may, for reasonable and necessary periods of time, park on the Common Roads or, with permission of the Owner, in an Owner's driveway, as may be necessary for the purpose of making deliveries, constructing and maintaining dwellings, and providing similar, necessary services.

(b) An Owner may park the following vehicles on the street or on the Owner's driveway during daylight hours: automobiles, sport utility vehicles, vans (other than commercial vans), and pick-up trucks. The term "pick-up truck" does not include vehicles sold by the manufacturer as pick-up trucks that have been altered, after manufacture, through the addition of nonstandard equipment or otherwise, so as to increase the height, length, or width of the vehicle or otherwise change the outward appearance thereof.

(c) During hours other than daylight hours an Owner may park a vehicle referred to in (b), above, in the Owner's driveway.

(d) Notwithstanding (a) through (c), on those occasions when

an Owner is entertaining, vehicles (other than boats, trailers, campers, commercial vans and trucks, and recreational vehicles) belonging to guests may be parked on the Common Roads or in the Owner's driveway.

(e) To facilitate the free movement of traffic on the Common Roads, particularly the free movement of fire and other emergency vehicles, no vehicle shall be parked on the Common Roads in such a way as to inhibit traffic. Without limiting the concept, a person shall be deemed to inhibit traffic if he or she parks parallel to, and immediately across the road from, another vehicle so as to leave only the distance between the vehicles for the passage of traffic.

(f) No Owner shall repair or perform maintenance on a vehicle on the Property except within the Owner's garage. The preceding sentence does not apply to the cleaning of a vehicle.

(g) The Board of Directors may, in its discretion, authorize the temporary parking or storing of vehicles other than in compliance with the foregoing provisions of this section. In its discretion, the Board of Directors may provide, on Common Property, a screened parking area or areas for such vehicles as the Association shall designate. The Board of Directors shall have full power to prescribe the circumstances and conditions under which Owners will be permitted to park or store vehicles in any such area. Parking or storing of vehicles on Common Property shall not be permitted without the consent of the Declarant during any period of time when the Declarant is a Class B Member.

~~Commercial-Trucks,-Trailers-and-Boats,-No-vehicles-of-any-kind including,-without-limitation,-commercial-vans,-trucks,-trailers, boats,-recreational-vehicles-or-automobiles-shall-be-permitted-to park-outside-of-any-enclosed-garage-or-unapproved-screening,-nor shall-any-of-the-above-be-permitted-to-be-stored-on-blocks-or maintained-outside-of-an-enclosed-garage-or-approved-screening-in an-unoperable-condition.-Approval-of-screening-locations-and material-shall-be-at-the-sole-discretion-of-the-ARB-and-shall-be determined-on-a-case-by-case-basis.~~

Article XI, Section 5(f) is amended to provide as follows:

~~(f) Fishing in lakes is prohibited. There shall be no fishing-permitted-from-bridges,-streets-or-rights-of-ways.-Only owners-shall-be-permitted-to-fish-in-the-lakes-and-only-in-areas designated.~~

Article XII, Section 1 is amended to provide as follows:

Section 1. Enforcement. The Association, the Declarant for so long as it is a Class B member, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Provided, however, the foregoing shall not be construed to limit the Declarant's rights under Article V to retain Architectural Control of Commodore's Club as provided therein. Failure by the Association, the Declarant or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the plaintiff The-prevailing-party in any action to enforce any provision of this Declaration is the prevailing party, the plaintiff shall be entitled to an award of reasonable attorney fees at all levels of the proceeding.

In addition to the remedies set forth in the preceding paragraph the Association (by its Board of Directors or the properly authorized delegate of the Board of Directors) shall have the following enumerated powers, which may be exercised to enforce compliance, by the Owner and his or her family members, tenants, guests, invitees, and employees, with the covenants and restrictions of this Declaration, the Bylaws of the Association, and any rules and regulations of the Association duly adopted and published by the Board of Directors or its properly authorized delegate:

(1) The power to suspend (for a definite or indefinite period) the rights of an Owner, an Owner's family members, guests, tenants, invitees, and employees, or any or all of them, to use the Common Property and facilities,

(2) The power to impose a fine or fines upon an Owner, or

(3) The power to take both of the actions described in (1) and (2).

For purposes of the foregoing provisions with respect to fines and suspension, acts of a member of the Owner's family or other resident in the Owner's household and act of the Owner's guests, tenants, invitees, and employees, in violation of the governing documents referred to above, shall be considered the acts of the Owner.

Provided, however, that fines and suspensions may be imposed only if the procedures set forth in (a) through (j), below, are adhered to:

(a) At least fourteen (14) days before the date of the meeting of the Hearing Committee referred to below, the Association (through the Board of Directors or its delegate) shall serve upon the alleged offender-Owner a notice, which shall contain the following:

(1) A statement of the date, time and place of a hearing to be conducted by the Hearing Committee.

(2) A statement of the provision or provisions of the Declaration, Bylaws, or rules that have allegedly been violated.

(3) A short and plain statement of the facts alleged by the Association relative to the alleged violation.

(b) At the meeting of the Hearing Committee, the Owner shall be given the opportunity to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity to review, cross examine, challenge, and otherwise respond to any evidence considered by the Committee in making its determination.

(c) Following the meeting, the Hearing Committee shall provisionally decide whether to impose a fine or suspension. If it decides that no fine or suspension be imposed, that decision shall conclude the matter. If it decides that a fine or suspension shall be imposed, the Committee shall submit its provisional decision to the Board of Directors. The Board of Directors shall either approve or modify the provisional decision of the Hearing Committee and, as so approved or modified, the provisional decision of the Hearing Committee shall be the final decision of the Association. In no event may the Board of Directors increase the amount of any fine or lengthen the duration or make more stringent the terms of any suspension set forth in the provisional decision. If the Board of Directors approves or modifies the decision of the Hearing Committee, the Owner shall be notified of the Board's action in writing not later than ten (10) days after such action. The Board of Directors in its sole discretion, may relieve an offending Owner of the obligation of paying a fine or abiding by a suspension if the Owner comes into compliance with the violated provision or provisions within such period of time as may be specified by the Board.

(d) The amount of a fine that may be imposed by the Association shall not exceed, for each violation, the maximum amount authorized by the law of the State of Florida.

(e) For purposes of (d) above, a violation of a continuing nature shall be deemed a separate violation on each day (or part thereof) during which it persists.

(f) Unless otherwise provided by the Board of Directors, fines shall be paid not later than five (5) days after notice of the imposition thereof.

(g) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines shall be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to this declaration.

(h) All monies received from fines shall be allocated as determined by the Board of Directors.

(i) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other remedies to which the Declarant, the Association, or any Owner may be legally entitled.

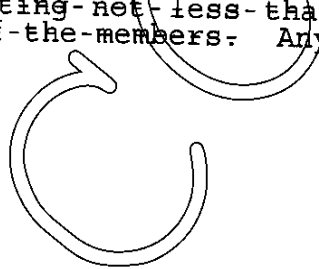
(j) The Hearing Committee shall be appointed by the Board of Directors. The Board of Directors may constitute the Hearing Committee as a standing committee for such period of time as the Board may decide or may appoint a separate committee for each occasion when a fine is proposed. The Hearing Committee shall consist of at least three members of the Association, none of whom may be an officer, director, or employee of the Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association.

Article XII, Section 4 is created to provide as follows:

Section 4. Notices. Any notice required to be actually served upon a Member or Owner under the provisions of this Declaration shall be deemed to have been properly served when delivered personally by an officer, director, or employee of the Association (or an employee of a management company or other agent of the Association) or when mailed by registered or certified mail, postpaid, return receipt requested, to the address of the Member or Owner as it appears on the records of the Association at the time of such mailing. In the case of service by personal delivery, the date of service is the date of actual delivery. In the case of service by mail, the date of service shall be the date indicated on the return of the Post Office. If a Member or Owner refuses to accept service, he or she shall be deemed to have been timely served on the date of such refusal.

Article XII, Section 4 is renumbered as Section 5 and amended to provide as follows:

Section 54. Amendment For so long as Declarant retains its Class B Membership, Declarant reserves the right without consent or joinder of an Owner or Mortgagee to (a) amend this Declaration, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions herein contained, (c) include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements herein contained and (d) release any Lot from any part of the covenants and restrictions which have been violated to be a minor or insubstantial violation. For so long as Declarant retains its Class B Membership, this Declaration may be amended by an instrument signed by Owners representing not less than 90 percent (90%) of all the votes of the Association. After Declarant ceases to be a Class B Member, this Declaration may be amended by an instrument signed by Owners representing not less than two thirds (2/3) of all the votes of the Association. This Declaration may be amended during the first twenty (20) years after recording of this Declaration by an instrument signed by Owners representing not less than ninety percent (90%) of all the votes of the Association and thereafter by an instrument signed by Owners representing not less than seventy-five percent (75%) of all the votes of the members. Any amendment must be recorded.



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This Instrument Prepared Without
Request For or Opinion of Title By:
Robin H. Conner, Esq.
Bedsale and Conner
1750 A1A South, Suite B
St. Augustine, FL 32084

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, AND EASEMENTS

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions, Restrictions and Easements of the COMMODORES CLUB, as described in Book 898 at Page 778 of the Official Records of St. Johns County, Florida were duly adopted in the manner provided in Article XII, Section 4 of the Declaration of Covenants, Conditions, Restrictions and Easements by Runk Properties, Inc.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of July, 1997, at St. Johns County, Florida.

Witnesses:

Anne M. Marks
Linda Newman

RUNK PROPERTIES, INC

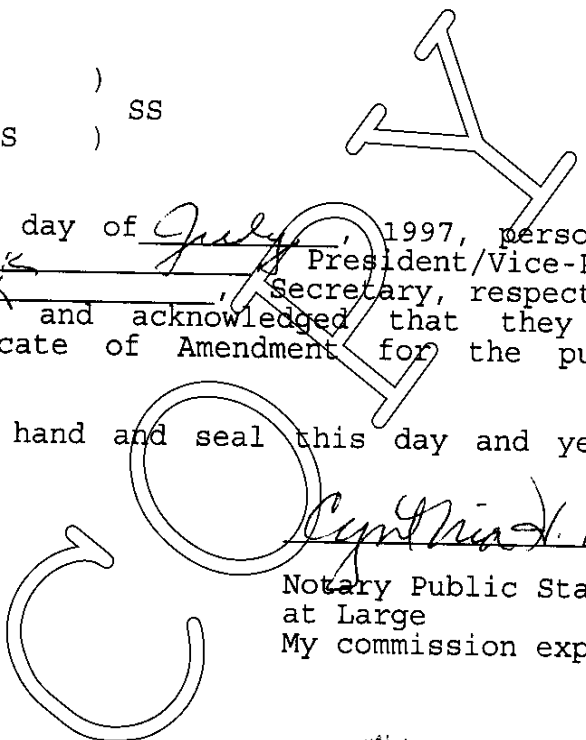
By: Christopher Runk
Its PRESIDENT

Attest: Arthur H. Runk
Its Secretary

STATE OF FLORIDA)
COUNTY OF ST. JOHNS) SS

On this 11 day of July, 1997, personally appeared CHRISTOPHER RUNK President/Vice-President, and ARTHUR RUNK Secretary, respectively, of RUNK PROPERTIES, INC., and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.



Cynthia Honeil
Notary Public State of Florida
at Large
My commission expires: 9/23/97



CYNTHIA HONEIL
My Commission CC318354
Expires Sep. 23, 1997
Bonded by ANB
800-852-5878