

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLEN KERNAN**

This **First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements** for Glen Kernan (this "Amendment") is made this 18<sup>th</sup> day of September 1998, by **HODGES BLVD. DEVELOPMENT GROUP, INC.**, a Florida corporation, hereafter referred to as "Developer".

**RECITALS:**

1. Developer has executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Glen Kernan (the "Declaration") dated January 27, 1997 and recorded in Official Records Book 8532, page 800 of the public records of Duval County, Florida.
2. Developer is authorized under the Declaration to amend the Declaration in such manner as Developer may deem necessary or convenient.
3. Developer deems it necessary to amend the Declaration for the benefit of the Owners.
4. Except as otherwise defined herein, capitalized terms shall have the meaning set forth in the Declaration.

**NOW THEREFORE**, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. Section III.D. is hereby amended in its entirety to read as follow:

Prepared by and Return to:  
George H. Hodges, Jr.  
P.O. Box 19282  
Jacksonville, Florida 32245

(X)

**"Lot Assessments. In addition to the Annual, Special and Emergency Assessments authorized above, the Board of Directors, by simple majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement or removal of a capital improvement upon or serving the specific Lot, including any additional, special services to such Lot, the cost of which is not included in the Annual Assessment, to pay for any fines imposed or assessed by the Developer or the Board of Directors for violations of this Declaration or any covenant, restriction, rule or regulation contained herein or adopted pursuant hereto, the Articles or Bylaws, by an Owner, invitee, guest, or contractor, or to reimburse the Association for any costs it incurs as a result of such failure to comply therewith or any damage to the Common Property for which the Owner of the assessed Lot, an invitee, guest, or contractor is responsible."**

2. Section IV.A.9. is hereby amended in its entirety to read as follows:

**"The right of Developer or the Board of Directors to issue citations, impose fines and otherwise limit or restrict use of the Common Property, including but not limited to suspending, restricting or revoking privileges or rights to use the Common Property granted by this Declaration, the Articles or the Bylaws, for violations of the Declaration, duly adopted rules and regulations, the Articles or the Bylaws."**

3. Section V.A.4. is hereby amended in its entirety to read as follows:

"The Developer and the Board of Directors shall have the right, but not the obligation, to control speeding, parking, golf cart and other vehicle usage and to limit or proscribe other conduct within the Common Property or streets within the Property and impose fines for violations of this Declaration, any rules or regulations adopted pursuant hereto, the Articles and the Bylaws. Such fines shall be assessed and collected in the manner provided for Assessments. Further, the Developer and the Board of Directors shall have the right to delegate the authority to authorized security personnel to issue citations for speeding, illegal parking, prohibited vehicle (including golf cart) usage and other violations of this Declaration, duly adopted rules and regulations, the Articles and the Bylaws."

4. Section VII.B.4.f. is hereby amended by adding the following sentence:

"The ARB may require up to a twenty foot (20) rear setback from the golf course for fences in areas where fences are determined by the ARB to potentially adversely impact the use of the golf course."

5. Section VII.B.4.g. is hereby amended in its entirety to read as follows:

"Additional Structures. Garages and pool cabanas may be allowed as additional structures on a Lot, provided such structures shall not be constructed separate and apart from a Residence nor shall any such structure be constructed prior to construction of the Residence. Any garage or pool cabana shall be subject to the approval of the ARB, the same setback lines and other restrictions applicable to the

Residence itself and shall be constructed of the same materials and in the same architectural style as the Residence. No other additional structures, such as guest quarters, sheds or storage buildings shall be allowed within a Lot."

6. Section VII.B.4.h., lines 2 and 3, are hereby amended by changing "two thousand eight hundred (2,800)" to "three thousand two hundred (3,200)".

7. Section VII.B.4.j. is hereby amended in its entirety to read as follows:

"Satellite Dishes, Antennae and Other Devices. Unless prior written approval has been obtained from the ARB, no satellite dish may be erected or maintained anywhere within the Property or a Lot. In evaluating whether to approve such devices, the ARB shall consider the color, location and size of the satellite dish, and whether it is visible from other Lots or any street. Consideration shall be in accordance with the ARB Guidelines for satellite dishes and antennae, as amended from time to time. No exterior radio or television antennae or other receiving or transmitting devices, aerials, solar panels or solar collectors, windmills or any other similar structures or apparatus may be erected or maintained anywhere within the Property or a Lot."

8. Section VII.B.4.m. is hereby amended in its entirety to read as follows:

"Recreational Structures. No recreational structure, including but not limited to, basketball backboards, tennis courts, platforms, dog houses, play houses and play forts, shall be constructed on any part of a Lot without prior approval of the ARB and the Board of

Directors. No approved recreational structure shall be located within the rear setback of the Residence. Any unauthorized recreational structure may be subject to fines and removal by the ARB, the Board of Directors or Developer. Any portion of a Lot used for recreational purposes must be adequately screened along the front and sides by landscaping, fencing or walls, as approved by the ARB, so that such facilities shall not be visible from any street."

9. Section VII.B.4.s. is hereby amended in its entirety to read as follows:

"Sidewalks. In connection with the construction of a Residence, the Association or the ARB may require construction of a sidewalk along the front of a Lot in accordance with designs and specifications adopted by the ARB and governmental-approved engineering plans. The costs for any such sidewalk may be assessed to the Owner of any such Lot."

10. Section VIII.U. is hereby amended by adding the following sentence:

"Any violations of this Declaration, including any duly adopted rules and regulations, the Articles and Bylaws regarding the use of Residences, Lots and Common Property may be subject to the imposition of fines and Assessments by the Board of Directors and the ARB in accordance herewith."

11. Section VIII is hereby amended by adding a new subsection "W." as follows:

"No go-carts, off-road vehicles, motorized scooters, or other such recreational vehicles may be used or operated on streets within the Property. Registered golf carts may be operated from a residence to and from the Golf Club but may not be operated by any person below the age of 16. Persons operating such golf carts must have a proper registration and license as required by law and additionally must be registered with authorized security personnel and the Golf Club. All personal golf carts used and intended for play on the golf course must be of the kind and color as approved by the Golf Club."

12. Section XIII.D.3. is hereby amended by adding the following sentence:

"Any violation of this Declaration, any covenant, restriction, rule or regulation contained herein or adopted pursuant hereto, the Articles or the Bylaws, may be enforced by security personnel duly authorized by the Developer or the Association, who shall have the authority to issue citations for any such violations."

13. Section XIII.D.5. is hereby amended by adding the following sentence:

"Any unpaid fines may be collected as a Lot Assessment."

Book 9079 Pg 304

IN WITNESS WHEREOF, this Amendment is made as of the day and year first above written.

Signed, sealed and delivered in the presence of:

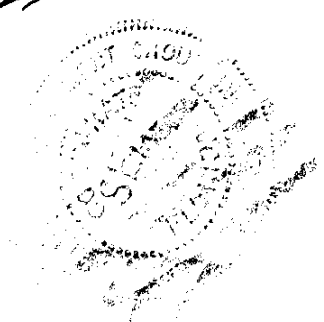
HODGES BLVD. DEVELOPMENT GROUP, INC., a Florida corporation

[Signature]  
Print Name: JOHN M. CATHRY

By: [Signature]  
George H. Hodges Jr.  
Its President

[Signature]  
Print Name: TRACY S. PULEO

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 1998, by George H. Hodges, Jr., as President of Hodges Blvd. Development Group, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]  
Notary Public, State and County Aforesaid

My Commission Expires:

247998.1

NOTARY PUBLIC - STATE OF FLORIDA  
TRACY S. PULEO  
COMMISSION # CC768204  
EXPIRES 8/30/2002  
BONDED THRU ASA, 1-888-NOTARY1

7 Bk: 9079  
Pg: 298 - 304  
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HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 33.00