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Return To:
Glen Kernan Homeowners' Assn., Inc.
P.O. Box 19282
Jacksonville, Florida 32245

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

This Amendment is made this 2ND day of February, 2001 by **HODGES BLVD. DEVELOPMENT GROUP, INC.**, a Florida corporation ("Developer").

RECITALS

A. Developer subjected certain land owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Kernan, as recorded in Official Records Book 8532, page 800, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Glen Kernan recorded in Official Records Book 9079, page 298, both in the public records of Duval County, Florida, as it has been supplemented from time to time (collectively, the "Declaration").

B. Pursuant to Article XIII, Section I(2) of the Declaration, so long as the Developer owns any of the property subject to the Declaration, the Developer may amend the Declaration as the Developer deems necessary or convenient, without the consent or joinder of any party.

C. The Developer owns a portion of the property subject to the Declaration and desires to amend the Declaration as set forth in this Amendment.

Now, therefore, in consideration of the premises, the Developer declares and amends the Declaration as follows:

①

1. Article V (C)(4) (Common Property and Easements - Stormwater Management System - Improvements) is amended to add the following language at the end of the Section:

"Except as required or permitted by permit number 199603187 (PD-BG), issued by the Army Corps of Engineers ("ACOE") and permit number 4-031-0559A-ERP issued by the St. Johns River Water Management District ("SJRWMD") affecting the Property (collectively, the "Permits"), no Owner shall alter, fill, dredge, place sod or excavate or perform similar activities on any portion of the Owner's respective Lot lying within the Stormwater Management System, unless and until such activity is authorized by or exempt from the requirements of the ACOE and SJRWMD."

2. Article V (C)(9) (Common Property and Easements - Stormwater Management System - Rights of the District) is replaced and amended to read in its entirety as follows:

"Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration that amends the responsibilities or obligations of the parties with respect to an ACOE Permit must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD."

3. Article V (C)(10) (Common Property and Easements - Stormwater Management System - Indemnity) is amended to add the following language at the end of the Section:

"In the event that an Owner violates the terms and conditions of such permits and for any reason the Developer or the Association is cited therefore, the Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as all costs of curing such violation."

4. Article V (C)(11) (Common Property and Easements - Stormwater Management System - Owner Obligations) is added to the Declaration as follows:

Owner Obligations / Permits and Restrictions. This property was developed in accordance with requirements of the Permits issued by ACOE and the SJRWMD. The Permits are owned by or will be conveyed to the Association, and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against any Owner violating such Permits.

Provided, however, any Owner owning a Lot that contains or is adjacent to jurisdictional wetlands or conservation areas as established by the ACOE or SJRWMD, shall, by acceptance of title to the Lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to said Owner's Lot and to the conservation areas."

5. Article VII (B)(3)(a) (Architectural Control - Construction Subject to Architectural Control - Procedures - Application) is amended to add the following sub-section at the end of the Section:

"At the time of submission of the review fee and the plans, each Owner shall also submit a "Construction Compliance Binder", in an amount set forth in the architectural guidelines for Glen Kernan, to insure that the Owner and any contractors comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB, and to insure the satisfactory completion of all proposed improvements according to the plans approved by the ARB. The amount of the Construction Compliance Binder will be set by the ARB and may be adjusted from time to time in the sole discretion of the ARB. "

6. Article VII (B)(3)(b) (Architectural Control - Construction Subject to Architectural Control- Procedures - Basis for Decision) is amended to add the following language at the end of the Section:

"In connection with its review and approval or disapproval of an application, the ARB is not acting as an arm of the government, is assuming no governmental obligations, is not exercising governmental decision-making authorities and is not acting as a quasi-governmental agency or body."

7. Article VII (B)(4)(j) (Architectural Control - Construction Subject to Architectural Control - Architectural Guidelines - Antennae and Other Devices) is replaced and amended to read in its entirety as follows:

"Antennae and Other Devices. All exterior radio or television antennae, satellite dishes or other receiving or transmitting devices; antenna, aerial, solar panel or other solar collectors; windmills or any similar, exterior structure or apparatus are subject to the approval of the ARB, provided that such approval shall be consistent with applicable Federal Communications Commission rules, regulations and guidelines, as such are amended from time to time."

8. Article VII (B)(7) (Architectural Control - Construction Subject to Architectural Control - No Liability) is replaced and amended to read in its entirety as follows:

"No Liability. Notwithstanding anything contained herein to the contrary, the ARB shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives or heirs, due to the exercise or non-exercise of such control, or the approval or disapproval of any Improvement or for the selection or inclusion of any builder on the ARB-approved builder list. Furthermore, the approval of any plans and specifications or any Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Improvements are (i) complete, (ii) do not contain defects, (iii) meet applicable standards, guidelines or criteria of the ARB, (iv) are architecturally or aesthetically appropriate or (v) comply with any applicable governmental requirements. Neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Improvements, or any injury to persons or property resulting therefrom. Additionally, neither the ARB, the Association, nor Developer shall be liable for any work or

construction performed by any builder on the ARB-approved builder list, and the selection or inclusion of any builder on the ARB-approved builder list shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence."

9. Article VIII (C) (Use Restrictions - Residential Use) is replaced and amended to read in its entirety as follows:

"Residential Use Restriction. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose; provided, however, that an occupant of a Residence who maintains a personal or professional library or office, keeps personal or professional books or accounts, conducts personal or professional business and other home-based businesses (if such use is consistent with the municipal restrictions on such business, including the requirement that such business does not involve customers, clients, employees, licensees or invitees regularly visiting the Residence) shall not be deemed to be in violation of this Section by reason thereof. No timeshare ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence (subject to all of the provisions of this Declaration, the Articles and Bylaws) nor to prevent Developer from converting the use of a platted Lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall also not operate to prevent Developer or its successors, assigns or designees from using one or more Residences as model homes or sales centers during the development and sale of the Property."

10. Article XIII (D)(1) (General Provisions - Enforcement of Covenants) is replaced and amended to read in its entirety as follows:

"1. The Association shall notify the Owner/occupant of the infraction(s) and the date and time of a meeting to hear and discuss such infraction(s), which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with

a committee appointed by the Board of Directors, which committee shall be composed of three (3) Owners who are not officers, Directors or employees of the Association nor the spouse, parent, child, brother or sister of an officer, director or employee of the Master Association."

11. Article XIII (D)(3) (General Provisions - Enforcement of Covenants) is replaced and amended to read in its entirety as follows:


"3. If approved by the committee, the Board of Directors may impose fines against the applicable Lot of up to One Hundred and 00/100 Dollars (\$100.00) per violation. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes. As of the date hereof, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, except that no such fine for the same violation shall exceed One Thousand and 00/100 Dollars (\$1,000.00) in the aggregate.

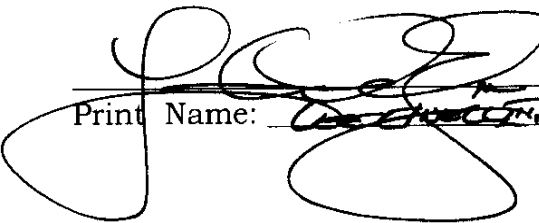
(a) Any violation of this Declaration, any covenant, restriction, rule or regulation contained herein or adopted pursuant hereto, the Articles or the Bylaws, may be enforced by security personnel duly authorized by the Developer or the Association, who shall have the authority to issue citations for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

12. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

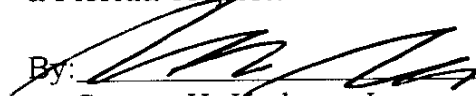
IN WITNESS WHEREOF, the undersigned sets its hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

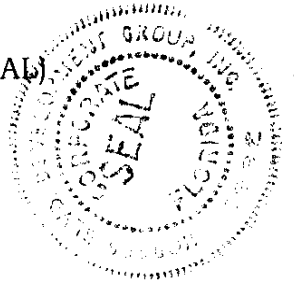

Print Name: JOHN R. CATHEY


Print Name: [unclear]

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

By: 
George H. Hodges, Jr.
Its President

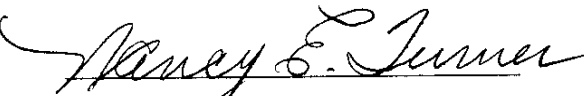
(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by George H. Hodges, Jr., the President of Hodges Blvd. Development Group, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me.


Notary Public, State of Florida
Print Name: NANCY E. TURNER

My Commission Expires:
4-18-2003

Commission No. CC 827409

[SEAL]

