

④ #557

Public Records of
St. Johns County, FL
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REC \$17.00 SUR \$2.50

Certificate of Amendment
to the
Declaration of Restrictions

COPY
of
Captain's Point at the Shores

We hereby certify that the amendments to the Restrictions attached hereto and made a part hereof (said Declaration of Restrictions being originally recorded in Official Records Book 766 at Page 0219 of the Public Records of St. Johns County, Florida and as thereafter amended) received a minimum of ninety percent affirmative written votes to pass the amendments as required by Section 15.01 of the Restrictions; and that as a result of the foregoing, said amendments have been duly adopted pursuant to the aforementioned provision of the restrictions.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 7th day of February, 2001 at St. Augustine, Florida.

(Corporate Seal)

Captain's Pointe Service Corporation

By *Larry Neider*
Mr. Larry Neider, President


Attest: *Clara H. Caiola*
Ms. Clara Caiola, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment was acknowledged before me by the President of the Association, Mr. Larry Neider who presented a valid driver's license for identification, and Secretary, Ms. Clara Coila, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in him by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 7th day of February, 2001.

[Signature]
Notary Public
State of Florida
My Commission Expires:

 **John R. Geiger**
Commission # 00 836510
Expires Sep. 4, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Ret
This certificate, only, was prepared by:
John R. Geiger, P.A.
John R. Geiger, Esq.
4475 US 1 South #406
St. Augustine, FL 32086

CAPTAIN'S POINTE at the SHORES

DECLARATION AMENDMENTS

CAPTAIN'S POINTE at the SHORES DECLARATION OF RESTRICTIONS
 (a/k/a Captain's Point at the Shores Service Corporation, see also Captain's Point at the Shores, inc.) (The declaration being originally recorded in Official Records Book 766 at Page 0219 of the Public Records of St. Johns County, Florida)

Declaration of Restrictions, Article 3, Residential Sites and Building Size Restrictions †

3.02 No outbuilding shall be of a width less than ~~(10)~~ feet exceed a size of 10x10 feet exclusive of the attached garage or carport, either of which shall conform generally in architectural design, setback requirements as set forth in Paragraph 2.01 and exterior materials similar to the main structure, and shall be subject to the review and written approval of the Architectural Design Committee.

3.04 No residence shall be constructed or maintained which shall have a ground floor area of less than ~~975~~ 1200 SF. For purposes of computing the sq. ft. above, areas shall be exclusive of porches, patios, garages, provided, however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any home may be reduced by not more than 50 sq. ft. if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such home and to the subdivision.

Declaration of Restrictions, Article 4, Nuisance, Trash, Etc.†

4.03 No sign of any kind shall be displayed to the public view on any lot, ~~including~~ excluding rent and for sale signs, unless approved by the Architectural Committee. The Architectural Committee may adopt standard rules governing the size, look, and placement of "For Sale" and "For Rent" signs.

4.07 ~~No tractors, trucks other than pickup trucks or trailers may be parked overnight on any of the streets roads or lots in this subdivision:~~ No vehicles described in this paragraph shall be parked in any residential area, on any lot, tract, side road, side or rear yard, street, or right of way in this subdivision, except as may be required for normal and customary loading or unloading of such vehicles: semi tractors or trailers, tractors, buses (including school or church), recreational vehicles such as motor homes or campers, boats, trailers, canoes, trucks or other vehicles used for commercial purposes, or any other vehicle, vessel or trailer determined by the board of directors as reasonably related to others described in this paragraph. This provision does not prohibit the keeping of any of these vehicles inside a closed garage.

4.09 No antenna or aerial or TV satellite dish exceeding the diameter of 20" shall be installed or placed on any lot or property or to the exterior of any single family dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable

rules, regulations and standards governing the placement of exterior antennae and aerials.

Declaration of Restrictions, Article 6, Fences, Walls, Hedges, Etc.†

6.01 All fences must be approved by the Architectural Committee. If replacement of a fence is required the new fence must be approved by the Architectural Committee. Chain link fences are no longer allowed. No fences, walls, hedges or continuous plantings shall be permitted on vacant lots or within the area between the rear of a residence and the street property line. The purpose of this section is to restrict the use of fences, walls, hedges or continuous plantings within said area which are designed to fully or partially enclose, border or outline said lots or any portion thereof and the purpose is not to restrict ornamental landscaping features and plantings to beautify said lots, notwithstanding the fact that said ornamental features and plantings may include incidental features and plantings of hedges not generally designed to enclose borders or outline the lot. In the event of any dispute between a lot owner and the Subdivider, or its agent or the Corporation or any other lot owner as to whether any feature is a fence, wall, hedge or continuous planting which is restricted by this section, the decision of the Architectural Design Committee, regarding said feature, shall be final.

Declaration of Restriction, Article 10, Conservation and Preservation Easements †

10.01 There shall be a conservation and preservation easement along the rear property line of the following described lots for the purpose of protecting and preserving the lake which runs along the boundary of said lots. No construction or alteration including the placement or removal of any fill materials or the construction of any fence, wall or similar obstruction, including dog runs, hedge lines or similar obstructions, shall be permitted within any portion of any lot lying within such easement ~~without the approval of the Architectural Design Committee.~~

Lot numbers 59, 60, 61, 62, 63, 64, 66, 67, 68, 70, 71, 72, 73, and 74.

Declaration of Restrictions, Article 12, Provisions for Fees for Maintenance and Upkeep †

12.04 The initial ~~monthly~~ fee to be paid to the Captain's Pointe Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be \$12.50 per month. Said fees shall be due and payable quarterly in advance ~~on or before the first day of each and every month for the next succeeding month commencing with the month following the date of~~ ~~cedding of a lot from Subdivider to a purchaser.~~ Initial Fees for a partial month quarter may be collected in advance on a prorated basis. The Captain's Pointe Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. Said fees may be increased or decreased by the Captain's Pointe Service Corporation except that the said ~~monthly~~ charge or fee per lot shall not be raised more than twenty-five (25%) percent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record or not less than 51%, in number, of all the

lot owners subject thereto who actually vote for or against said increases including the owners of those lots covered by other restrictions containing similar provisions affecting other lots shown on plats of units of CAPTAIN'S POINTE AT THE SHORES, INC. Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Captain's Pointe Service Corporation, the services provided by the Captain's Pointe Service Corporation may be decreased or extinguished so that the Captain's Pointe Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot shall be entitled to one vote for each lot owned by him and each lot shall not be entitled to more than one vote.

Declaration of Restrictions, Article 16 Remedies for Violations † (New section)

16.02 All renters, residents, and guests are subject to all the deed restrictions of Captain's Pointe.