

This instrument prepared by:
Charles W. Brown Jr., Esq.
CRANBREE LAW GROUP, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, Florida 32217

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BARTRAM FARMS

THIS AMENDMENT is made this 9th day of February, 2016, by AUGUSTINE LAKES LLC, a Florida Limited Liability company (the "Declarant" or "Developer").

RECITALS:

- A. The Declaration of Covenants and Restrictions for Bartram Farms dated the 28th day of August, 2007, is recorded at Official Records Book 2973, Page 1858, *et seq.*, of the current public records of St. Johns County, Florida (the "Declaration");
- B. As set forth in Section 2.8 of the Declaration, "Developer" is defined as Bartram Farms Partners, LLC. Bartram Farms Partners, LLC assigned its rights under the Declaration to REDUS Florida Land, LLC by way of that certain Assignment of Development Rights and Declarant's Rights, as recorded in Official records Book 3445, Page 755, of the current public records of St. Johns County, Florida. These rights were further assigned by REDUS Florida Land, LLC to Declarant by way of that certain Assignment of Development Rights and Declarant's Rights, as recorded in Official records Book 4123, Page 845, of the current public records of St. Johns County, Florida.;
- C. Developer now desires to amend the Declaration to identify Augustine Lakes, LLC as the new "Developer" under the Declaration;
- D. Developer is presently Owner of twenty-nine (29) Lots subject to the Declaration;
- E. Pursuant to Section 12.4 of the Declaration, Termination of Amendment, so long as the Developer owns land subject to the Declaration, Developer shall have the unilateral right to amend the Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property of the Subdivision;

- F. Section 10.11 of the Declaration Trees and Landscaping, requires that upon every sale of a Lot from the Developer to an Owner, the Owner of the Lot contribute \$1,550.00 into a Tree Fund;
- G. The purpose of the Tree Fund is to provide for the installation of certain diameter of trees along each side of the Subdivision Road, which is now moot;
- H. As such, the Developer now desires to remove those certain covenants and restrictions stated in Section 10.11 of the Declaration requiring a contribution to a Tree Fund upon sale of a Lot, as the purpose of the Tree Fund is now moot;
- I. As set forth in Section 6.2 of the Declaration, the Architectural Guidelines and amendments thereto are promulgated by both the New Construction Committee ("NCC") and the Modification Committee ("MC");
- J. To allow for a unified aesthetic and design criteria of residences constructed on Lots and to remove any ambiguity or conflict with respect to the roles of each committee in implementing the Architectural Guidelines, the Developer now desires that the party which promulgates the Architectural Guidelines be the Association. Developer additionally intends that the NCC and MC be consolidated into a single Architectural Review Committee ("ARC") to implement the Architectural Guidelines;
- K. As set forth in Section 10.17(1) of the Declaration, privacy fences are restricted to picket design and must be unpainted;
- L. To allow for an improved aesthetic and design, the Developer now desires to allow 3-Board designed fences, allow vinyl fences, and allow the fences to be painted in as permitted by the Architectural Guidelines;
- M. Additionally, as set forth in Section 10.1, modular homes are currently stated as permitted upon each Building Envelope;
- N. Developer now desires to restrict the installation of modular homes within this community;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged,

The Developer amends the Declaration as follows:

(new words are inserted in the text and underlined; and words to be deleted are lined through with hyphens)

ARTICLE II
DEFINITIONS

Section 2.8 **Developer**. The Developer is ~~Bartram Farms Partners, LLC~~ Augustine Lakes LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned (hereinafter the "Developer"). Developer may assign, in its sole discretion, all or only a portion fo such rights in collection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to ~~Bartram Farms Partners, LLC~~ Augustine Lakes LLC as the Developer of the Property is not intended and shall not be construed, to impose upon ~~Bartram Farms Partners, LLC~~ Augustine Lakes LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from ~~Bartram Farms Partners, LLC~~ Augustine Lakes LLC and develop and resell the same.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.2 **Architectural Review Committees**. Construction of improvements on the Property shall be approved and supervised by one of ~~two~~ architectural review ~~boards:~~ committee ("ARC") which is charged with the review of all plans for the initial construction of improvements upon a lot and their appurtenances from the start of construction (the foregoing is hereinafter referred to as "New Construction") and for any addition, removal, change or modification of the improvements upon a Lot which include, but are not limited to, the construction or modification of: the construction of any building, barn, or shed, and installation or change to the exterior of any building, fence, wall, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, well enclosure, irrigation system, landscaping modification, solar energy system, satellite dish, disposal system, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification"). The ARC shall be appointed by Developer.

- (a) This section has been deleted.
- (b) This section has been deleted.
- (c) This section has been deleted.

Section 6.3 **Powers and Duties of the NCC and MC-ARC**. The ~~NCC and MC-ARC~~ shall have the following powers and duties:

- (a) ~~To promulgate Architectural Guidelines~~. In addition to the basic criteria hereinafter set forth, the ~~NCC and MC~~ Board may promulgate such amendments or

modifications thereto as ~~each~~ it deems reasonable and appropriate; provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Guidelines ~~by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications~~, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change. In addition to the duties set forth herein, the ARC shall implement the Architectural Guidelines and any amendments or modifications thereto. In the absence of a fully established ARC, the Board may, at its sole discretion, implement the Architectural Guidelines and any amendments or modifications thereto and enforce the powers and duties of the ARC as set forth herein.

(b) To require submission to ~~each respective committee as is appropriate~~ the ARC, two (2) sets of plans and specifications and to the extent that ~~MC or NCC~~ the ARC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(c) To approve or disapprove New Construction or Proposed Modifications; ~~respectively. The determination of the NCC-ARC, with regard to New Construction; and the MC, with regard to or a Proposed Modification; shall be binding upon all Owners.~~

(d) ~~Each committee~~ The ARC shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VI hereof and still not receive approval, if in the sole discretion of the ~~NCC or MC~~ ARC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the ~~NCC or MC~~ ARC to approve applications involving similar designs pertaining to different Lots.

(e) If any new Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the ~~applicable committee~~ ARC of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ~~applicable committee~~ ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ~~applicable committee~~ ARC.

(f) Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ~~NCC, MC, ARC~~, Association, Developer and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any

alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

(g) The ~~NCC and MC~~ ARC is hereby authorized to make such charges as ~~they~~ it deems necessary to cover the cost of review of the plans and specifications.

Section 6.4 **Procedure for Approval of Plans.** The ~~NCC or MC~~ ARC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

Section 6.5 **Limitation of Liability.** Developer, Developer's Affiliates, the Association, its officers, the Board, the ~~NCC, the MC~~ ARC, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any loss or damage arising out fo the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Developer has approved or featured such contractor as building in the Subdivision; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approve construction on or modifications to any Lot.

(new words are inserted in the text and underlined; and words to be deleted are lined through with hyphens)

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Building Envelopes.** Permitted construction within each Building Envelope includes residential dwellings consisting of conventional homes ~~and modular homes~~, subject to the approval of the ~~NCC~~ ARC, except that one or more Building Envelopes may be used for sales and construction facilities and model homes during the development and sale of Lots within the Property. The maximum height of all residential structures is limited to thirty-five feet (35'). Except as otherwise permitted by the PRD, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, except home occupations consistent with the provisions of the St. Johns County Land Development Code. No Lot shall be divided, subdivided or reduced in size without the proper written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. Each detached single family residence constructed within the Building Envelope is subject to the approval of the ~~NCC~~ ARC.

Section 10.4 **Detached and Attached Garages and Accessory Structures**. Every residence constructed shall have an attached or detached garage, or other vehicle storage area approved by the ~~NCC-ARC~~. All garages and other vehicle storage areas shall contain at least enough space to park two (2) full size automobiles. It is preferred that garages have a side entry relative to the orientation of the association residential dwelling, and may be located in the front of or in the rear of the Building Envelope. Alternative garage designs may be permitted, subject to the approval of the ~~NCC or the MC-ARC~~, as applicable, in its sole discretion. Other vehicle storage areas may be located within the rear portions of the Reserve Area, subject to the approval of the ~~NCC or the MC-ARC~~, as applicable, in its sole discretion. Accessory building and uses must be located in the rear portion of the Building Envelope or rear portion of the Reserve Area.

Section 10.9 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from the Stormwater System Lakes, for the purpose of irrigation or other use, or to place any refuse therein. The Developer and the Association shall have the sole and absolute right and, the Association shall have the obligation to control the water level of the Stormwater System Lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein. The Association shall be responsible for maintenance, operation and repair of the Surface Water or Stormwater Management System. Drainage flow to or from the Stormwater System Lakes shall not be obstructed or diverted, except by the Association. Owners of Lots that include portions of Lakes ("Lake Parcel Owners") shall maintain the embankment of the Stormwater System Lake located on their respective Lots so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to each Stormwater System Lake, and the height, grade and contour of the embankment of each shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation of a Stormwater System Lake shall be maintained and controlled by the Lake Parcel Owner pursuant to the requirements of Section 10.13 and 10.16 hereof. If a Lake Parcel Owner fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lake Parcel Owner pursuant to provisions of Article VIII of this Declaration. Title to any Lot on which Stormwater System Lake is situated shall not include ownership to any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on Stormwater System Lake embankments unless and until same shall have been approved by the ~~NCC or MC-ARC~~, as the case may be.

(The remainder of Section 10.9 is unchanged).

Section 10.11 **Trees and Landscaping**. Except for pine trees, no tree or shrub, the trunk which exceeds six inches (6") in diameter one foot (1') above the ground, shall be cut down, destroyed or removed from any Lot without prior written consent of the Developer. ~~Upon the sale of a Lot from the Developer to an Owner, the Owner shall pay to the Association a one time assessment of One Thousand Five Hundred Fifty and No/100 Dollars (\$1,550.00) (the "Tree Payment").~~ The Association shall deposit each Owner's Tree payment into an account (the "Tree

Fund") until such time as the Tree Fund has reached a balance sufficient to begin planting hardwood trees featuring a diameter of two (2) inches at breast height along each side of the Subdivision Road generally spaced at increments of approximately one hundred feet (100').

(The remainder of Section 10.11 is unchanged).

Section 10.12 **Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer or the ~~MC-ARC~~, as the case may be. In addition to the obligations set forth in Section 10.11, each Owner may install sod, plants, shrubs and other vegetation in the Reserve Area.

Section 10.15 **Lighting.** No lighting shall be permitted on any Lot which alters the character of the Subdivision. Exterior or overhead lighting shall be permitted in the rear portion of the Reserve Area, subject to approval of the ~~MC-ARC~~, but in no event shall installation of overhead lighting be permitted in the portion of the Reserve Area surrounding the front and sides of each Building Envelope.

Section 10.17 **Fences.**

1. **Privacy Fence.** This fence type shall be four feet (4') in height, picket-3-Board design constructed of cedar, or cypress, or vinyl and may ~~not~~ be painted with a uniform color as permitted by the Architectural Guidelines.

2. **Animal Control.** This fence type is typically used for animal control and to define property lines or enclose the lot area within obscuring views, and shall be subject to the following:

- Any Animal Control Fence that is placed parallel to the subdivision road shall be black or white in color. All other Animal Control fences may be black or white, subject to ~~NCC or MC-ARC~~ approval.

(The remainder of Section 10.17 is unchanged).

SIGNATURE PAGES TO FOLLOW

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written

Signed, sealed, and delivered in the presence of:

WITNESS

Denise Strange

Denise Strange
Print Name

Rachana C Crabtree
Print Name

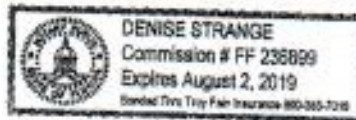
AUGUSTINE LAKES LLC,
a Florida Limited-Liability Company,

Joseph T. Clayton Jr.
By: Joseph T. Clayton Jr.
Its: Authorized Member

STATE OF FLORIDA
COUNTY OF Duval

THE foregoing Amendment was sworn to, subscribed and acknowledged before me this 9th day of February 2016, by Joseph T. Clayton Jr., as Authorized Member for Augustine Lakes LLC on behalf of said company. Joseph T. Clayton Jr. is personally known to me or provided _____ as identification and did take an oath.

Denise Strange
Notary Public, State of Florida
(seal)



WITNESS

Denise Strange
Denise Strange
Print Name

Richard C. Crabtree
Richard C. Crabtree
Print Name

THE BARTRAM FARMS
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation,

Joseph T. Clayton Jr.
By: Joseph T. Clayton Jr.
Its: President

STATE OF FLORIDA
COUNTY OF Duval

THE foregoing Amendment was sworn to, subscribed and acknowledged before me this 9th day of February, 2016, by Joseph T. Clayton Jr., as President for The Bartram Farms Homeowners Association, Inc. on behalf of said corporation. Joseph T. Clayton Jr. is personally known to me or [] provided _____ as identification and did take an oath.

Denise Strange
Notary Public, State of Florida
(seal)

