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**FIRST AMENDMENT TO DECLARATION
FOR SUMMER POINT OF ST AUGUSTINE**

This First Amendment to Declaration for Summer Point of St Augustine is made this 13 day of December, 2007, by TOUSA HOMES, INC., a Florida Corporation ("Developer"), whose address is 11945 San Jose Boulevard, Building 300, Jacksonville, Florida 32223.

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration for Summer Point of St Augustine on March 20, 2007 in Official Records Book 2886, Page 1078, of the Public Records of St Johns County, Florida (the "Declaration"), and

WHEREAS, Developer reserved under Paragraph 4.3 the right and authority in its sole discretion to amend the Declaration and desires at this time to clarify certain provision contained therein.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations paid, Developer hereby amends the Declaration in accordance with provisions set forth hereafter.

1. Paragraph 11.16. This paragraph shall be deleted in its entirety and replaced with the following:

"Approved fencing requirement is a maximum six (6) foot high white vinyl fence allowed in the rear and rear/side yards. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location, and height thereof has been approved in writing by the Architectural Committee. All fences shall be maximum six (6) feet in height except the portion of any fence adjacent and parallel to a lake or pond, which shall be no more than four (4) feet in height, with the last eight (8) feet of the six foot high sides connecting to the four foot high portion being slanted/sloped. The four (4) foot high fence parallel to pond shall be black aluminum open picket fence. The restrictions of this paragraph shall not apply to a

Lot owned by or leased to Developer and used as real estate sales office, so long as such Lot is used for that purpose.

2. ORIGINAL DECLARATION. Except as specifically amended herein, all other terms and provisions of the original Declaration shall remain applicable, unchanged and in full force and effect.

IN WITNESS WHEREOF, This Second Amendment to Declaration had been executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
Signature

Print Name: Keith Deard

[Handwritten Signature]
Signature

Print Name: Karen C. Siegrist

TOUSA HOMES, INC., a Florida corporation.

By: *[Handwritten Signature]*
Print Name: JA Chambers
As: Div. President

STATE OF FLORIDA

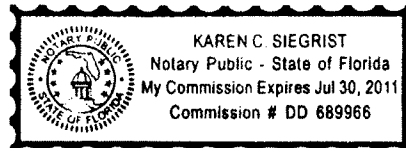
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5 day of Dec. 2007, by JA Chambers as Div. Pres. of TOUSA Homes, Inc., a Florida Corporation. He

is personally known to me or
 has produced _____ as identification.

IMPRINT NOTARY RUBBER STAMP SEAL BELOW

[Handwritten Signature]
Signature of Person Taking Acknowledgment
Notary Public



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②

Prepared by and return to:
Gary B. Davenport
Gary B. Davenport, PA
1280-B Ponce de Leon Blvd., North
St. Augustine, FL 32084

✓
sketch

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**SECOND AMENDMENT TO DECLARATION
FOR SUMMER POINT OF ST AUGUSTINE**

This Second Amendment to Declaration for Summer Point of St Augustine is made this 12th day of November, 2008, by JANIS, LLP, a Florida limited liability partnership, ("Developer"), whose address is 2809 Ocean Drive South, Jacksonville Beach, FL 32250, by Assignment of Declarant's Rights given by Tousa Homes, Inc., a Florida corporation, as debtor in possession, dated November 12, 2008, recorded on 11-20-08, 2008, in O.R. Book 3141, Page 1078. St. Johns County, Florida records.

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration for Summer Point of St Augustine on March 20, 2007, in O.R. Book 2886, Page 1078, and First Amendment to Declaration for Summer Point of St. Augustine dated and recorded December 13, 2007, in O.R. Book 3019, Page 475, of the public records of St. Johns County, Florida (the "Declaration"); and

WHEREAS, Developer reserved under Paragraph 4.3 the right and authority in its sole discretion to amend the Declaration and desires at this time to clarify certain provisions contained therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations paid, Developer hereby amends the Declaration in accordance with provisions set forth hereafter.

1. Paragraph 17, entitled Architectural Control, shall be amended by adding the following language and sub-paragraphs:

In addition to the Community Standards set forth by the Board of the Architectural Control Committee by this paragraph, all construction on Lots shall comply with the following minimum standards.

17.5.1 Minimum Square Footage. The minimum living area of a Home, exclusive of open porches, screened-in-patios and garages shall not be less than thirteen fifty (1350) square feet. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, roofed-screen porches and the like shall not be taken into account in calculating the minimum square foot areas as required by this Declaration.

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17.5.2 Facade Treatment. All homes shall be constructed of concrete block or wood. In no case shall modular pre-fab type units or mobile homes be permitted on any lot. Siding material is limited to stucco unless prior approval is obtained from the ACC. In no event shall exposed concrete block be permitted.

17.5.3 Irrigation System. All homes shall be required to have a builder installed underground irrigation system capable of irrigating all landscaping within the entire Lot and shall irrigate the grass and landscaping located on the Lot in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods including when the Owner is absent from the Lot. Every Owner shall be responsible to maintain in good condition any irrigation system within such Owner's Lot.

2. Original Declaration. Except as specifically amended herein, all other terms and provisions of the original Declaration and any amendments thereto shall remain applicable, unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration has been executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness MIRA POLAKOJ

[Signature]
Witness Jose Kilbrow

State of Florida
County of St. Johns

JANIS, LLP, a Florida limited liability partnership

By: [Signature]
Printed Name: Necdet Senhart
Title: Managing Partner

The foregoing instrument was acknowledged before me this 14 day of November, 2008, by Necdet Senhart, as Assistant Managing of Janis, LLP, a Florida limited liability company. He is personally known to me. RT - Patricia

[Signature]
Notary public, State of Florida

My commission expires: April 23, 2010

 Patricia C. Trezza
Commission # DD543512
Expires April 23, 2010
Bonded Title Insurance, Inc. 800-345-7018

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Prepared by and return to:
Gary B. Davenport
Gary B. Davenport, PA
PO Box 840320
St. Augustine, FL 32080-0320

**THIRD AMENDMENT TO DECLARATION
FOR SUMMER POINT OF ST AUGUSTINE**

This Third Amendment to Declaration for Summer Point of St Augustine is made this 5 day of April, 2011, by JANIS, LLP, a Florida limited liability partnership, ("Developer"), whose address is 2809 Ocean Drive South, Jacksonville Beach, FL 32250.

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration for Summer Point of St Augustine on March 20, 2007, in O.R. Book 2886, Page 1078, as subsequently amended (the "Declaration"); and

WHEREAS, Developer reserved under Paragraph 4.3 the right and authority in its sole discretion to amend the Declaration and desires at this time to clarify certain provisions contained therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations paid, Developer hereby amends the Declaration in accordance with provisions set forth hereafter.

1. Sub-Paragraph 17.5 is hereby amended by adding the following underlined language:

17.5.1 Minimum Square Footage. The minimum living area of a Home, exclusive of open porches, screened-in-patios and garages shall not be less than thirteen fifty (1350) square feet. The ACC or Developer may grant up to a 10% reduction of the minimum living area for individual homes. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, roofed-screen porches and the like shall not be taken into account in calculating the minimum square foot areas as required by this Declaration.

17.5.2 Facade Treatment. All homes shall be constructed of concrete block or wood. In no case shall modular pre-fab type units or mobile homes be permitted on any lot. Siding material is limited to stucco only on the front facade, with stucco or hardboard siding on rear and side facades, unless prior approval is obtained from the ACC. In no event shall exposed concrete block be permitted.

2. Original Declaration. Except as specifically amended herein, all other terms and provisions of the original Declaration and any amendments thereto shall remain applicable, unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration has been executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

M Seabaugh
Witness M Seabaugh
R Dietzel
Witness Randy Dietzel

JANIS, LLP, a Florida limited liability partnership

By: Necdet Senhart
Printed Name: Necdet Senhart
Title: _____

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 5 day of May, 2011, by Necdet Senhart, as president of Little Harbour Plaza, Inc. of Janis, LLP, a Florida limited liability company. He is personally known to me. as managing partner

M Seabaugh
Notary public, State of Florida

My commission expires: _____



Prepared by and return to:
Chris Shee
PO Box 600369
St. Johns, FL 32260

**FOURTH AMENDMENT TO DECLARATION
FOR SUMMER POINT OF ST AUGUSTINE**

This Fourth Amendment to Declaration for Summer Point of St Augustine is made this 25th
day of April, 2012, by JANIS, LLP, a Florida limited liability partnership, ("Developer"), whose
address is 2809 Ocean Drive South, Jacksonville Beach, FL 32250.

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration for Summer Point of St
Augustine on March 20, 2007, in O.R. Book 2886, Page 1078, as subsequently amended (the
"Declaration"); and

WHEREAS, Developer reserved under Paragraph 4.3 the right and authority in its
sole discretion to amend the Declaration and desires at this time to clarify certain provisions
contained therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable
considerations paid, Developer hereby amends the Declaration in accordance with provisions set
forth hereafter.

1. Sidewalks. A new Section 36 is hereby added to the Declaration as follows:

"Sidewalks. Any Owner of a Lot developing a Home on such Lot shall
construct any sidewalk on such Lot in accordance with the subdivision construction plans submitted
to and approved by St. Johns County. Such sidewalk shall be completed prior to the issuance of a
certificate of occupancy for such Lot."

2. Original Declaration. Except as specifically amended herein, all other terms
and provisions of the original Declaration and any amendments thereto shall remain applicable,
unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration has been executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

JANIS, LLP, a Florida limited liability partnership

Witness Pamella B. Gezell
PAMELLA B GESELL

By: [Signature]
Printed Name: Chris Shee
Title: Manager

Witness Kim Collins
KIM COLLINS

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 25 day of April, 2012, by Chris Shee, as Manager of Janis, LLP, a Florida limited liability company. He is personally known to me.

Pamella B. Gezell
Notary public, State of Florida

My commission expires



PAMELLA B GESELL

Prepared by/return to:
Christopher M. Cobb, Esq.
Jimerson & Cobb, P.A.
701 Riverside Park Place, Suite 302
Jacksonville, FL 32204

**FIFTH AMENDMENT TO DECLARATION
FOR SUMMER POINT OF ST. AUGUSTINE**

THIS FIFTH AMENDMENT to the Declaration for Summer Point of St. Augustine is made this 17th day of June, 2014 by Summer Point of St. Augustine Homeowners Association, Inc. (the "Association" or "Summer Point").

WHEREAS, the Declaration for Summer Point of St. Augustine was recorded on March 20, 2007, in the Official Records of St. Johns County, Florida at Book 2886, Page 1078 (the "Declaration");

WHEREAS, the First Amendment to Declaration for Summer Point of St. Augustine was recorded on December 13, 2007, in the Official Records of St. Johns County, Florida at Book 3019, Page 475;

WHEREAS, the Second Amendment to Declaration for Summer Point of St. Augustine was recorded on November 26, 2008, in the Official Records of St. Johns County, Florida at Book 3142, Page 1933;

WHEREAS, the Third Amendment to Declaration for Summer Point of St. Augustine was recorded on May 13, 2011, in the Official Records of St. Johns County, Florida at Book 3436, Page 1538;

WHEREAS, the Fourth Amendment to Declaration for Summer Point of St. Augustine was recorded on May 29, 2012, in the Official Records of St. Johns County, Florida at Book 3566, Page 1366;

WHEREAS, the Declaration for Summer Point of St. Augustine recorded on March 20, 2007, in the Official Records of St. Johns County, Florida at Book 2886, Page 1078 and as subsequently amended from time to time as described above, are renewed and restated, except as amended herein;

WHEREAS, the Association desires to amend the Declaration for Summer Point of St. Augustine;

NOW THEREFORE, the Declaration for Summer Point of St. Augustine are amended as follows:

1. ~~11.27.4. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC. Minor landscape lighting, such as pathway lighting, may be used without the prior written approval of the ACC so long as said lighting is not considered offensive with respect to design or installation. Bullet fixtures, canister fixtures, and box light fixtures, as well as any other form of landscape lighting designed to cast illumination in a particular direction, should not spill onto any area outside of an Owner's property. The Board reserves the right to final approval in ambiguous or offensive situations where said lighting may be creating disturbances to surrounding areas or other Owners.~~

2. ~~11.27.5. No alterations to the landscaping beds within an Owner's Lot shall be made without the prior written approval of the ACC. No major changes to the landscaping beds within an Owner's Lot shall be made without the prior written approval of the ACC. Minor changes such as the planting of shrubs, flowers, and ornamental grasses can be made, so long as such changes remain under the guidelines of Summer Point's Declarations. The Board reserves the right to final approval in ambiguous situations.~~

3. This instrument is signed by the duly authorized officers of the Association and this Fifth Amendment by the Association officers has been approved by a vote of the requisite voting members, at a duly and properly noticed meeting called for such purpose.

4. The remaining provisions of the Declarations of Covenants and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this 17th day of June, 2014.

By: [Signature]
Printed Name: Randy Titus
Its: President

Witnessed [Signature]
Witnessed [Signature]

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STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to and subscribed before me this 1st day of July, 2014. Such person did take an oath and: (Notary must check applicable box).

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
SIGNATURE OF NOTARY
Danielle Foreman
Name of Notary (Typed, Printed or Stamped)

By: Jennifer Plappert
Printed Name: Jennifer Plappert
Its: Secretary/Treasurer

Witnessed [Signature]

Witnessed [Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to and subscribed before me this 8th day of July, 2014. Such person did take an oath and: *(Notary must check applicable box).*

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
SIGNATURE OF NOTARY

Danielle Foreman
Name of Notary *(Typed, Printed or Stamped)*

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