

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR ELLINGTON PLACE**

**THIS AMENDMENT** to Declaration of Covenants, Conditions, Restrictions and Easements is made on the day hereinafter set forth by ELLINGTON PLACE OWNERS ASSOCIATION, INC., a Florida corporation ("Association").

WITNESSETH:

WHEREAS, Association is the homeowners' association for Ellington Place pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Ellington Place (the "Covenants"), which were recorded in Official Records Volume 7891, page 1439, et seq., current public records of Duval County, Florida; and

WHEREAS, the Covenants provide that the Association may amend the Covenants in accordance with the terms thereof; and

WHEREAS, the Association wishes to amend the Covenants, and has authorized the Amendment in accordance with the terms and conditions of the Covenants; and

WHEREAS, this Amendment has been duly adopted by a majority vote of a quorum of the membership of the Association, as required by the Covenants, pursuant to a meeting duly called and held on the 29<sup>th</sup> day of JUNE, 2006..

NOW, THEREFORE, the Association hereby amends the Covenants as follows:

1. Article I, Definitions, Paragraph (e) is hereby amended, by adding the underlined bolded language to said section as follows:

"(e) 'Common Area' or 'Common Areas' shall mean and refer to all real and personal property now or hereafter owned or required to be maintained by the Association which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas will include the entryway to the subdivision, including signage, landscaping, lighting and irrigation, and associated easements, and the perimeter fence."

FRED ELEFANT, ESQ.  
Post Office Box 5727  
Jacksonville, FL 32247-5727

PREPARED BY AND RETURN TO:

2. Article I, Definitions, Paragraph (f) is hereby amended, by adding the underlined bolded language to said section as follows:

"(f) 'Developer' shall mean and refer to R.E.D. Ltd. Partnership, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it, **and the Association, which shall succeed to all rights of Developer.** The Developer may also be an Owner for so long as the Developer shall be record owner of any Lots as defined herein."

3. Article IV, Owner's Rights, Section 4 is hereby amended, by deleting the interlineated language, and by adding the underlined bolded language, as follows:

"Section 4. Prior to elimination of the Class B Membership, Developer hereby covenants that it will convey an easement across the retention pond to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Further, **the perimeter fence,** the entryway and landscaping features **which** are located upon lands within the public right of way and across Lots 1, 13, 14, 41, 42, 46 and 61 (shown on the plat as landscape easement) ~~as more specifically described in Article IX, Section 6 herein~~ and will not be conveyed, but will be required to be maintained by the Association. Developer shall, in the easement of the pond and does hereby, reserve an alienable and releaseable easement over and across the Common Area for its benefit and the benefit of its successors in title or assignees of record, which easements shall be for the purpose of and include the right, but not have the obligation, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, maintain and make alterations and additions to the entranceway and signage, landscaping or creation of new easements or modifications of pre-existing easements, to exercise any other rights provided for elsewhere herein, or take any other actions necessary to ensure that the Common Areas are maintained and preserved in a quality manner. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, not-with-standing that the Common Areas have not then been conveyed to the Association. Developer hereby reserves for itself, the Association and the Owners an alienable and releasable easement over and under all lakes and retention ponds within the Property for drainage of surface water."

4. Article VIII, Use of Property, Section 5 is hereby amended, by adding the underlined bolded language to said section as follows:

"Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot **without the prior approval of the Association.** However, this paragraph shall not prevent the use of a temporary Residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction."

5. Article VIII, Use of Property, Section 7 is hereby amended, by adding the underlined bolded

language to said section as follows:

“Section 7. Fences. Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than fifteen feet (15') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground, **except for the perimeter fence, which may be up to eight feet (8') from the normal surface of the ground.** No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the Developer.”

6. Article VIII, Use of Property, Section 11 is hereby amended, by deleting the interlineated

language, and by adding the underlined bolded language, as follows:

“Section 11. Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure of any Lot unless and until the location, size and design thereof shall have been approved by the Developer. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. ~~No dish or satellite antenna will be permitted.~~ **Subject to the approval of the Association as to the location, color, and manner of installation, Owner may install a satellite reception dish on the exterior of the unit Owner's Unit provided the satellite dish does not exceed twenty-four inches (24") in diameter.** No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.”

7. Article X, General Provisions, Section 5, is hereby amended by adding the underlined bolded

language, as follows:

“Section 5. Developer reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as Developer deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay Developer on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot Owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclosure such lien. In addition, Developer shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of Developer shall be cumulative to any and all other remedies of Developer provided herein or at law or in equity. The failure by Developer to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against Developer. **In addition to the rights of the Association set forth in the Declaration, for violation of the Declaration, or Rules and Regulations by an Owner or his family members, tenants, guests, contractors, agents or invitees, the Board has the authority to: (i) require any**

member to make restitution to this Association for any loss resulting from any violation; and/or (ii) impose reasonable fines in accordance with procedures required by Florida law."

8. Article X, General Provisions, Section 12, Paragraph (c) is hereby amended, by deleting the interlineated language, and by adding the underlined bolded language to said section as follows:

"(c) This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a majority vote of all Class A Members of the Association present at such meeting, and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of Bradford Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association."

9. The Covenants shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, this Amendment has been executed this 29<sup>th</sup> day of June, 2006.

ATTEST:

By: Laura J Lewis-Tuffin  
Print Name: Laura J Lewis-Tuffin  
Title: Secretary

ELLINGTON PLACE OWNERS ASSOCIATION, INC.

By: Miriam Brinson  
Print Name: Miriam Brinson  
Title: President

WITNESSES:

Pat Davis  
Print Name: Pat Davis  
Loceetia A Miller  
Print Name: LOCEETIA A MILLER

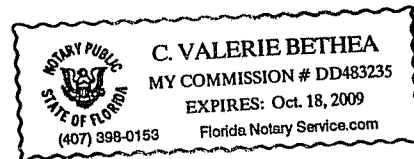
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 29<sup>th</sup> day of June, 2006, by Meriam Brinson, as \_\_\_\_\_ President of ELLINGTON PLACE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is:  personally known to me; or  has produced \_\_\_\_\_ as identification; and who:  did  did not take an oath.

C. Valerie Bethea  
Print Name: C. Valerie Bethea  
Notary Public, State of Florida at Large

My commission expires:



STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 29<sup>th</sup> day of June, 2006, by Laura Lewis Suffin, as \_\_\_\_\_ Secretary of ELLINGTON PLACE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is:  personally known to me; or  has produced \_\_\_\_\_ as identification; and who:  did  did not take an oath.

C. Valerie Bethea  
Print Name: C. Valerie Bethea  
Notary Public, State of Florida at Large

My commission expires:

