

This instrument prepared by:
McCabe Law Group, P.A.
Michelle P. Haines, Esquire
111 Solana Road, Suite 1B
Ponte Vedra Beach, Florida 32082

Certificate of Amendment
First Amendment to the Declaratory Covenants and Restrictions
for
OCEAN TERRACE SOUTH BEACH

COME NOW the undersigned Developer of OCEAN TERRACE SOUTH BEACH HOMEOWNERS ASSOCIATION, INC. and hereby certify the following:

1. That the attached writing is a true copy of the First Amendment to the Declaration of Covenants and Restrictions for Ocean Terrace South Beach.
2. That the Amendment was approved in accordance with the requirements of Section 11.6 of the Declaration of Covenants and Restrictions for Ocean Terrace South Beach.

Section 11.6 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this 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 located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Storm water Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the City of Jacksonville Beach, Florida, or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

~~disapprove plans and specifications properly submitted within ten (10) business days of each submission. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) business days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.~~

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:

RICHMOND AMERICAN HOMES OF
FLORIDA, LP
A Florida limited partnership

By: RAH OF FLORIDA, INC., a Florida
Corporation

By: *Ekaterina Schwaikie*
Its: President

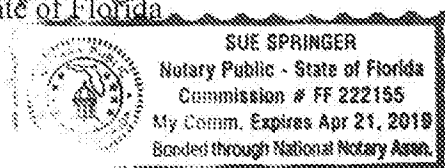
Attest: *David Watts*
David Watts

Attest: *Will Celler*
Will Celler

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 30th day of September, 2015, by Ekaterina Schwaikie, AS Director of RAH OF FLORIDA, INC., on behalf of RICHMOND AMERICAN HOMES OF FLORIDA, LP. Known Personally, produced a Florida Driver's License as identification and did take an oath.

Sue Springer
Notary Public, State of Florida



**FIRST AMENDMENT
FOR
OCEAN TERRACE SOUTH BEACH**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

THESE AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OCEAN TERRACE SOUTH BEACH ("Amendment") are made this 20 day of Sept, 2015, by RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Florida for limited partnership ("Developer").

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration of Covenants and Restrictions for Ocean Terrace South Beach on March 3, 2015 in OR Book 17087, Page 290, of the Public Records of Duval County, Florida (the "Declaration");

WHEREAS, Developer reserved under Section 11.6 the unilateral right and authority to amend the Declaration without joinder or consent of any other party 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 the provisions set forth hereinafter.

Sections 5.1 is hereby amended as follows (additions are underlined and deletions are ~~stricken~~:

Section 5.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, house, fence, wall, pool, spa, ornamental statute, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with Architectural Criteria, as such term is hereafter defined, which may be imposed from time to time by the Developer. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Developer solely for aesthetic reasons, in the Developer's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Developer to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. ~~The Developer shall approve or~~

3. The adopted Amendment is attached hereto and is unrevoked.

EXECUTED this 30 day of September, 2015 at Duval County, Florida.

RICHMOND AMERICAN HOMES OF FLORIDA,
LP,
A Florida limited partnership

By: RAH OF FLORIDA, INC., a Florida Corporation

By: Ekatereina Schwallie
Its: President

Attest: David Watts

Attest: Will Celler

(Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 30th day of September, 2015, by Ekatereina Schwallie, AS Director of RAH OF FLORIDA, INC., on behalf of RICHMOND AMERICAN HOMES OF FLORIDA, LP. Known Personally, produced a Florida Driver's License as identification and did take an oath.

Sue Springer
Notary Public, State of Florida

