

**FIRST AMENDMENT TO  
COVENANTS AND RESTRICTIONS OF  
CANTERWOOD**

THIS AMENDMENT, made this 3<sup>rd</sup> day of April, 2014 by CANTERWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation (the "Association"), its successors and assigns, whose address is P. O. Box 50886, Jacksonville Beach, FL 32240.

**WITNESSETH**

WHEREAS, the name of the corporation filing this Amendment is the Canterwood Homeowners Association, Inc., and;

WHEREAS, the Developer, and/or its predecessor, recorded a Declaration of Covenants and Restrictions on October 25, 2001 in the Official Records Book 10202, pages 1207 – 1265;

Now Therefore, the Association, after proper notification, quorum being present, and sufficient votes tabulated, hereby amends and modifies the Declaration as follows:

4. **COVENANT FOR MAINTENANCE ASSESSMENTS.** The Developer hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and extraordinary expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the land and are a continuing lien upon the Lot against which each such assessment is made from the date of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, for maintenance and repair of the surface water or stormwater management system including but not limited to work within retention areas, drainage structures and drainage easements and for the improvements and maintenance of the Common Areas. In addition, the Association shall contribute its proportionate share to the Coachman Meadows Homeowners' Association, Inc. for the maintenance and repair to the retention areas and drainage structures within Coachman Meadows necessary to provide offsite stormwater retention to Canterwood. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$200.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is twenty percent (20.0%) of the total voting interests.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum. In addition to the annual assessments authorized above, each Lot is subject to a one-time capital assessment of \$200.00, which assessment comes due and is payable to the Association from the Buyer of each Lot at the time of its conveyance from the Developer.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast twenty percent (20.0%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots in a Subdivision and may be collected on a monthly basis. Both special and annual assessments may be assessed in differing amounts for different subdivisions based upon the state of development thereof, levels of services required, or other relevant factors. The Developer may be excused from such payments as permitted by law. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The dues dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer or the association setting forth whether or not the assessment on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance. The Association may charge a reasonable fee for the furnishing of such certificate.

The annual assessments provided for herein shall commence as to a Lot upon the earlier of: (a) conveyance of the Lot to an Owner who is not the Developer or a Builder, (b) the occupancy of a Primary Residence on the Lot, (c) one (1) year from the conveyance of the Lot from Developer to a Builder, or (d) on December 31, 2003, as to Lots within Whisper Creek Unit One (it being understood that a later date may be established as to Additional Lands upon the annexation thereof).

Any assessment not paid within thirty (30) days after its due date shall be subject to the imposition of a late charge in the amount of Fifty and No/100 Dollars (\$50.00) and bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Duval County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Duval County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage, nor shall any mortgagee be required to collect assessments.

The St. Johns River Water Management District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**17. SHEDS, SHACKS, OR TRAILERS.** Sheds must match the existing exterior appearance of the home, and all material must meet the City of Jacksonville building code for separate structure. Permits will be required if applicable. Said shed

shall be no higher than 8' at the tallest point with a foot print dimension not exceed 10' X 14'. The shed must be located in rear of Lot, not visible from the street. Recreational vehicles (i. e., campers, skidoos, and boats) must be kept behind a closed six foot wood fence so not to be seen over the fence from the road. No shacks, trailers, tents or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

And modifies the Bylaws as follows:

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 20% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Decisions of the members shall be made by a majority of the voting interest represented at a meeting at which a quorum is present.

All other provisions in the Declaration, Articles of Incorporation, and Bylaws except as amended by this Amendment shall remain unchanged.

In Witness Whereof, the Association has executed this Amendment as of the day and year first written above.

Signed, Sealed, and delivered  
In the presence of:

Sharleen Thompson  
Printed Name: SHARLEEN THOMPSON

Canterwood Homeowners Association, Inc. ,  
Florida Corporation

Marty Schafer  
By: Marty Schafer  
Its: President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was subscribed to before me this 22<sup>nd</sup> day of April, 2014, by Marty Schafer, who is personally known to me, who stated under oath that he is the person described in and who executed said instrument on behalf of the corporation.

Sharleen Thompson  
Sharleen Thompson  
Notary Public

Commission Expires: 2/7/2015



