

- () IS SHOULD HAVE BEEN
FOURTH AMENDMENT
BUT WAS PASSED AS
THIRD -

Fourth

**~~THIRD~~ AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LIGHTHOUSE POINTE**

This Amendment, made and entered into this ____ day of November, 2001, by
LIGHTHOUSE POINTE COMMUNITY ASSOCIATION, INC., a Florida
corporation, the principle address for which is 3303 Lighthouse Point Lane, Jacksonville,
Florida 32250, ("Declarant").

WITNESSETH:

Whereas, the residents of Lighthouse Ponte desire to enable residents who own
motorcycles to store them in their garages, but not in their driveways or on the street, and

Whereas, the residents of Lighthouse Ponte desire to continue to not allow the
operation of motorcycles within the community and

Whereas, owners of not less than seventy-five percent (75%) of all Lots within
Lighthouse Pointe provided written ballots evidencing their concurrence with and consent
to the adoption of this Third Amendment,

Now Therefore, Declarant hereby makes and declares this to be the Third
Amendment to the Declaration, which shall run with title to the Property, as described
herein, and every portion thereof, and which shall be binding upon all parties having any
right, title, or interest in the Property or any part thereof, and their respective heirs,
successors, and assigns, and which shall inure to the benefit of each such owner thereof,

The Declaration is hereby amended as follows:

1. Article VII (Use of Property), Section 1 (Protective Covenants), Subsection (i)
(Parking) is hereby modified and amended to add the following additional underscored
language:

(i) Parking. The parking of any automobile upon any portion of the
Property is prohibited except in the garage or driveway of a Lot, in
unassigned parking areas as originally created by Declarant, or in other
parts of the property which may be specifically designated in writing by the
Board. The parking of any motorcycle upon any portion of the Property is
prohibited except inside the owner's garage. Motorcycles may not be
operated on the property and must be walked or trailered to and from the

Lighthouse Pointe property line and the garage. No boats, trucks, buses or recreational vehicles may be stored or parked within the Property except areas approved by the Association. No vehicles which display advertising or the name of a business may be parked overnight on the Property. Only automobiles bearing current license and registration tags as required by state law from time to time may be parked on the Property. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within the Property. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.

2. Article VII (Use of Property), Section 1 (Protective Covenants), Subsection (j) (Motorcycles, Etc.) is hereby replaced in its entirety with:

(j) Non-street-legal motor vehicles. Motorized vehicles deemed not street-legal for transportation, such as all-terrain-vehicles (ATVs), go carts, etc., shall not be operated on the property.

3. This amendment is hereby made and approved under and pursuant to Article IX, Section 10, Subsection (b) of the said Declaration, and in addition has been consented to by the owners of not less than seventy-five percent (75%) of all Lots within Lighthouse Pointe, evidencing their concurrence with and consent to the adoption of this Third Amendment. By their consent, each such owner acknowledges that both of said Amendments shall be, and are hereby deemed to be, binding and enforceable upon each and all of the Lots within the Property, and the owners thereof, and their respective heirs, successors, and assigns, as fully and completely as if contained in the Declaration as originally written.

4. In the event of any inconsistency between the terms hereof and the terms of the Declaration as originally written or as previously modified, the terms hereof shall control. To the extent that the original Declaration is not amended or affected by the terms and conditions contained herein, the same shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed, and to be effective on the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Lighthouse Community Association, Inc.
"Declarant"

(Name: _____)

By: _____
S.W. "Buddy" Register, Jr., Its President

(Name: _____)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Third Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions for Lighthouse Pointe was acknowledged before me this ____ day of November, 2001, by S.W. "Buddy" Register, Jr., the President of Lighthouse Pointe Community Association, Inc., a Florida corporation, on behalf of the said corporation, and who is personally known to me and who did take an oath.

(Print Name: _____)
Notary Public, State of Florida at Large

My commission expires: