

Prepared by and Record and  
Return to:

Mark C. Dearing, Esq.  
4220 Race Track Rd.  
St. Johns, FL 32259

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
COUNTRY CLUB HARBOR**

This instrument ("Amendment") is made as of this 13 day of April, 2016, by D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation ("Declarant"), whose principal office is located at 4220 Race Track Road, St. Johns, Florida 32259, and joined in by COUNTRY CLUB HARBOR HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

WHEREAS, Declarant holds all rights as "Declarant" under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Country Club Harbor, recorded in Official Records Book 2111, Page 982 of the Public Records of Flagler County, Florida (the "Declaration"); and

WHEREAS, the Declaration provides in Article 16, Section 16.7, that the majority of the Declarants may amend the Declaration so long as Declarant holds title to any Lot or Unit affected by the Declaration; and

WHEREAS, Declarant is the sole Declarant with any ownership interest remaining affected by the Declaration; and

WHEREAS, Declarant desires to amend the Declaration with regard to certain matters contained therein;

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. The Declaration is hereby amended to remove Article 13, Section 16, in its entirety, to be replaced with:

**Fences.** No fences or walls shall exceed six (6) feet in height and no chain link or similar style fence shall be allowed on any Lot. All fences, except those abutting a lake, shall be constructed in shadow box or stockade style, using one inch (1") thick white vinyl material or of a color, design and material approved in advance by the ARC. No fence or wall shall be built beyond the plane from the front corner of the Home to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Home. On lots abutting lakes, canals or other bodies of water, no fence shall be placed beyond the top of the bank. Only open picket, black metal fences shall be allowed along the rear Lot line and along the rear sixteen feet (16') of each side Lot line. Fencing on the side Lot lines of Lots abutting lakes, canals or other bodies of water may be either four (4) or six (6) feet, vinyl privacy or black metal open picket or otherwise of a material approved in advance by the ARC, with the rear sixteen feet (16') transitioning from four (4) to six (6) feet, if applicable. For lots abutting any part of the adjacent golf course, only four (4) feet, open picket, black aluminum shall be allowed. The Owner assumes complete responsibility to maintain any fence on such Owner's Lot, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Developer has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARC's approval of the initial installation of the fence and/or landscape materials and Developer shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to any easements which run with the land. In the event that any fence is approved by the ARC and is permitted to cross any such easements, such approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, Rules and Regulations of all applicable governmental bodies, as applicable, in addition to the ARC approval required by Article IX hereof.

4. This Amendment shall become effective upon recording in the Public Records of Flagler County, Florida.
5. The invalidity of any part of this Amendment shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Amendment which shall remain in full force and effect.
6. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Except as expressly modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

**[SIGNATURES ON NEXT PAGE]**

**[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]**

WITNESSES AS TO ASSOCIATION:

Janice Villalobon  
Print Name: Janice Villalobon

Brett S. Dearing  
Print Name: Brett S. Dearing

ASSOCIATION:

COUNTRY CLUB HARBOR HOMEOWNERS ASSOCIATION, INC.,  
a Florida corporation not for profit

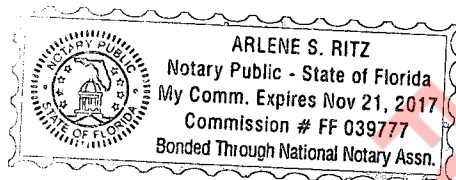
By: [Signature]  
Mark C. Dearing, President

[SEAL]

STATE OF FLORIDA       )  
  ) SS  
COUNTY OF ST. JOHNS   )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mark C. Dearing, as President of COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of April, 2016.



[Signature]  
Notary Public, State and County Aforesaid  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

RECORDED