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**CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND LIMITATIONS
FOR OCEAN COLONY**

**IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.**

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS CERTIFICATE OF SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND LIMITATIONS FOR OCEAN COLONY is made as of the 25th day of July, 1995 by OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter referred to as "Declarant" or as "Developer") recorded that certain Declaration of Covenants, Conditions, Restrictions, and Limitations for Ocean Colony in Official Records Book 981 at Page 1410, of the Public Records of Indian River County, Florida, as amended by Certificate and Amended Certificate recorded in Official Records Book 1058 at Page 1329 and in Official Records Book 1059 at Page 2374, respectively, of the Public Records of Indian River County, Florida (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Ocean Colony Subdivision (hereinafter referred to as "Ocean Colony" or "Ocean Colony Subdivision") is a residential subdivision located in Indian River County, Florida and is legally described on EXHIBIT "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Association with the consent of Declarant, pursuant to its amendment authority, wishes to modify and amend the Declaration; and

WHEREAS, all of the requirements necessary to effect an amendment to the Declaration have been met, including the holding of a special meeting of the membership after notice at which a quorum was present and the amendments adopted.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and for purposes of protecting the value, attractiveness, and desirability of the Property, the said Property, as said Property is defined in the Declaration, Declarant hereby amends the Declaration as follows:

Prepared by and Return to
James A Taylor III, Esq.
Clem. Polackwich & Vocelle
2770 Indian River Blvd., Suite 501
Vero Beach, Florida 32960

0896648

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1. The above recitals are affirmed as being true and correct and are hereby incorporated herein by reference.

2. The Declaration is hereby modified and amended as set forth below. Any conflicting provision in the Declaration is hereby declared to be modified, amended, or deleted to the extent that it conflicts with the following:

a. (i) Notwithstanding the terms and conditions of Article III, Section 4(a) of the Declaration, Lot 28, Ocean Colony Subdivision, may be subdivided such that the south one-third (1/3rd) of Lot 28 will be conveyed in conjunction with Lot 27, Ocean Colony Subdivision. A Unity of Title will be executed in order to join permanently the resulting property created by the merger of the property described above.

(ii) After the conveyance by Declarant, the Owner of the property created by the unification of Lot 27 and the south one-third (1/3rd) of Lot 28 shall pay one hundred thirty-three (133%) percent of the annual assessments due per Lot within Ocean Colony Subdivision in the manner and in the amount as specified by the Association.

(iii) For purposes of interpretation of the Declaration, the term Lot shall be deemed to include the resulting property created by the unification of Lot 27 and the south one-third (1/3rd) of Lot 28, such that the said resulting property shall be deemed and considered a single Lot for purposes of interpretation of the Declaration, except for assessment collection as set forth above.

b. Notwithstanding the terms and conditions of Article III, Section 4(a) of the Declaration, the subdividing of a Lot within Ocean Colony Subdivision shall be permitted only upon the occurrence of all of the following:

(i) The purpose of the subdivision of a Lot is to increase the size of an existing Lot by merging with it a portion of another Lot; and

(ii) The density within Ocean Colony Subdivision is reduced, rather than increased, by further subdivision; and

(iii) The Owner of any Lot created by the unification of one Lot with a portion of another Lot shall pay assessments in an amount proportionately greater than those paid by other Owners of Lots in Ocean Colony Subdivision. The increased assessment shall be based upon the size of the portion of the Lot subdivided and unified with another full Lot, as that portion bears to the Lot as a whole. By way of example but not by way of limitation, if a Lot is subdivided and one-quarter (1/4) of that Lot is unified with another full Lot, then the Owner would pay one hundred

twenty-five (125%) percent of the annual assessments due per Lot within Ocean Colony Subdivision; and

(iv) The property so created by the unification of one Lot with a portion of another Lot shall be deemed and treated as a single Lot for purposes of interpretation of the Declaration, except for assessment collection purposes as described above.

c. Article III, Section 4(e) is hereby amended to add the following additional sentence:

Such approval or consent of the ARB shall not be unreasonably withheld.

d. Article III, Section 4(m) is hereby amended to add the following additional sentence:

Such approval or consent of the ARB shall not be unreasonably withheld.

e. Article III, Section 8 is hereby amended to add the following additional provisions:

In the event the ARB has approved the placement, location, and design of landscaping and/or a residence on a Lot, the extension or establishment of storm drainage and/or sanitary sewer systems shall not materially or substantially alter or affect such approved landscaping or residence; and no Owner shall be required to bear at said Owner's sole cost and expense the removal or replacement of landscaping or permanent improvements on a Lot in the event of the extension or establishment of storm drainage and/or sanitary sewer systems.

f. Article III, Section 10 is hereby amended to add the following additional sentence:

Except in the event of an emergency, the Association shall first furnish notice to the Owner of the Lot before entering upon that Lot for purposes of remedying a violation of these Covenants and Restrictions.

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g. In Article IV, Section 1, the final sentence is hereby deleted and the following is substituted in its place and stead:

The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast for each Lot (subject to Section 2 below).

h. Article IX, Section 3(b)(iii) is hereby amended to add the following additional sentence:

The terms sprinkler system equipment, as used herein, do not include and shall not be deemed to include sprinkler heads, such as would require that sprinkler heads be located or screened in a manner so as not to be visible from other Lots or from streets.

i. Article IX, Section 3(b)(ix) is hereby deleted and the following is substituted in its place and stead:

All windows shall be of a casement or sash variety. There shall exist no awning windows or jalousie windows.

j. Article XI, the second full paragraph is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

However, notwithstanding the above, in the case of any amendment or modification that would substantially and materially alter in an adverse manner the nature of Ocean Colony or substantially and materially affect in an adverse manner the value of any Lot within Ocean Colony, then in such event the joinder and consent of all other Owners of Lots within Ocean Colony and of all mortgagees shall first be obtained.

3. Except as specifically modified and amended by this instrument and except as previously modified and amended, the terms

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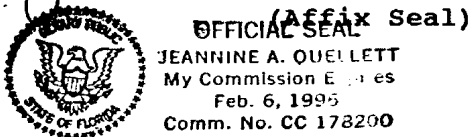
STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared MARK C. HERRING, as the Secretary of OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I am familiar with the identity of the aforesaid person, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 25 day of July, 1995.

Jeannine A. Ouellet
Notary Public, State of Florida

My commission expires:



JOINED IN AND CONSENTED TO this ____ day of July, 1995 by SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership.

"DECLARANT" or "DEVELOPER"

SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership

By: *Mark C. Herring*
MARK C. HERRING, General Partner

By: *James R. Adams*
JAMES R. ADAMS, General Partner

OR 1065 PG 2601

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared JAMES R. ADAMS, as a General Partner of SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said limited partnership. I further state that I am familiar with the identity of the aforesaid person, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 25 day of July, 1995.

Jeannine A. Ouellett

Notary Public, State of Florida

My commission expires:



(Affix Seal)
OFFICIAL SEAL
JEANNINE A. OUELLETT
My Commission Expires
Feb. 6, 1996
Comm. No. CC 178299

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared MARK C. HERRING, as a General Partner of SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said limited partnership. I further state that I am familiar with the identity of the aforesaid person, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 25 day of July, 1995.

Jeannine A. Ouellett

Notary Public, State of Florida

My commission expires:



(Affix Seal)
OFFICIAL SEAL
JEANNINE A. OUELLETT
My Commission Expires
Feb. 6, 1996
Comm. No. CC 178200

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EXHIBIT "A"

OCEAN COLONY SUBDIVISION, according to the plat thereof, recorded Plat Book 13, Page 100, Public Records of Indian River County, Florida.

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**EXHIBIT "A" TO JOINDER AND CONSENT
OF MORTGAGEE**

Lots 1 through 4, 9, 11, 15 through 17, 20 through 22,
and 24 through 31, OCEAN COLONY SUBDIVISION, according to
the Plat thereof on file in the Office of the Clerk of
the Circuit Court in and for Indian River County, Florida
recorded in Plat Book 13, Page 100; said lands situate,
lying and being in Indian River County, Florida.

17841

OR 1065 PG 2605

JOINDER AND CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT, C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, whose address is c/o Manuel Casares, 3545 Ocean Drive Vero Beach, Florida 32963, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby join in the filing of the foregoing Certificate of Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Limitations for Ocean Colony Subdivision (hereinafter referred to as the "Amendment") and does further hereby give, grant, and extend consent to the execution and recording of the Amendment and the imposition of the terms and conditions set forth in the Amendment upon the property described as follows, to wit:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 24th day of July, 1995.

Signed, sealed and delivered in the presence of:

C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986

[Signature]
(name: STUART A. MILLER)

By: [Signature]
C. WREDE PETERSMEYER, Trustee

[Signature]
(name: BARBARA A. STENGLEIN)

[Signature]
(name: H. K. HEDGECOCK)

By: [Signature]
C. GREGG PETERSMEYER, Trustee

[Signature]
(name: HOLLY A. HARDING)

This instrument prepared by:
Record and return to:
JAMES A. TAYLOR, III, ESQUIRE
Clem, Polackwich, Vocelle & Taylor
Ste. 501, 2770 Indian River Blvd.
Vero Beach, FL 32960
Telephone: (407) 562-8111

DR 1065Pg2606

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared C. WREDE PETERSMEYER, as a Trustee of the C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said Trust. I further state that I have examined the current driver's license of the said person and have confirmed said person's identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 24 day of July, 1995.

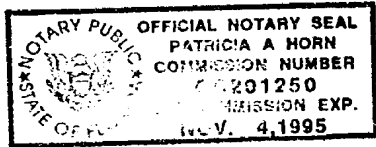
Patricia A. Horn

Notary Public
(name: _____)
(Serial Number: _____)

My commission expires:

(Affix Seal)

STATE OF District)
) ss:
COUNTY OF Columbia)



I HEREBY CERTIFY that before me, a Notary Public, personally appeared C. GREGG PETERSMEYER, as a Trustee of the C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said Trust. I further state that I have examined the current driver's license of the said person and have confirmed said person's identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 20th day of July, 1995.

H. Kittredge

Notary Public
(name: _____)
(Serial Number: _____)

My commission expires:

(Affix Seal)

17751

H. KITTREDGE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 1996

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**EXHIBIT "A" TO JOINDER AND CONSENT
OF MORTGAGEE**

Lots 1 through 4, 9, 11, 15 through 17, 20 through 22,
and 24 through 31, OCEAN COLONY SUBDIVISION, according to
the Plat thereof on file in the Office of the Clerk of
the Circuit Court in and for Indian River County, Florida
recorded in Plat Book 13, Page 100; said lands situate,
lying and being in Indian River County, Florida.

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