

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

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Un-official

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR ROYAL PINES**

This **FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL PINES** ("Fourth Amendment") is made effective \_\_\_\_\_, 1999 by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership (the "Developer") and **ROYAL PINES HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation (the "Association").

RECITALS  
Courtesy

A. The Developer has executed the Declaration of Covenants and Restrictions for Pinehurst Pointe which is recorded in Official Records Book 1252, at page 1486, as amended by First Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe recorded in Official Records Book 1281, at page 463, by Second Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe recorded in Official Records Book 1312, at page 145, and by Third Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe recorded in Official Records Book 1317, at page 1412, all of the current public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 13.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot.

D. Through the date of this Fourth Amendment, neither FHA or VA have guaranteed a loan for any Lot within the Property, nor has FHA or VA reviewed or approved the provisions of the Declaration.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

I All defined terms contained in this Fourth Amendment shall have the same meanings as such terms are defined by the Declaration.

1 The Declaration is hereby renamed as the "Declaration of Covenants and Restrictions for Royal Pines."

2 All references contained in the Declaration to "Pinehurst Pointe" are hereby amended to refer to "Royal Pines".

3 A new Section 13.11 of the Declaration is hereby created as follows:

Section 13.11 Fines. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing,

however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

4 Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF**, the Developer and the Association have caused this Fourth Amendment to Declaration of Covenants and Restrictions for Royal Pines to be duly executed effective the date and year first above written.

Signed, sealed and delivered **SJH PARTNERSHIP, LTD.**,  
in the presence of: a Florida limited partnership

(Name \_\_\_\_\_) By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

(Name \_\_\_\_\_) By: **ST. JOHNS HARBOUR, INC.**, a Florida corporation, its general partner

James E. Davidson, Jr., Vice President for  
Development Administration  
101 East Town Place - Suite 100  
St. Augustine, Florida 32092

STATE OF FLORIDA )  
)SS

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by James E. Davidson, Jr., the Vice President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced

**ROYAL PINES HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation

(Name \_\_\_\_\_)

(Name \_\_\_\_\_)

By: James E. Davidson, President

Courtesy

STATE OF FLORIDA )  
                                  )SS

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by James E. Davidson, Jr., the President of **ROYAL PINES HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, on behalf of the corporation.

(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced

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