

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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Un-official

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PINEHURST POINTE**

This **THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PINEHURST POINTE** ("Second Amendment") is made effective April 9, 1998 by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership (the "Developer") and **PINEHURST POINT HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation (the "Association").

RECITALS

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 and by Second Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe recorded in Official Records Book 1312, at page 145, 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 Third 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:

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

2. A new Section 10.22 of the Declaration is hereby created to read as follows:

10.22 Environmental Permits and Restrictions. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199100108 (IP-GS), ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE"), AND PERMIT NUMBERS 4-109-0122 AND 40-109-0197 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"), AS AMENDED. THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE MASTER ASSOCIATION, RESPECTIVELY, AND SUCH ASSOCIATIONS HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION AND THE MASTER ASSOCIATION SHALL EACH HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMITS.

PROVIDED HOWEVER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE FOREGOING PERMITS AS SUCH RELATE TO THE OWNER'S LOT.

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF THEIR RESPECTIVE LOTS, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER, THE ASSOCIATION OR THE MASTER ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE ASSOCIATION, AND THE MASTER ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION,

ALL COSTS AND ATTORNEYS FEES AS WELL AS COSTS OF CURING SUCH VIOLATION.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND SJRWMD SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE ACOE AND SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMITS AND/OR JURISDICTIONAL LANDS SUBJECT TO THE REGULATION OF THE ACOE OR SJRWMD. ANY AMENDMENT TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE PERMITS, MUST HAVE PRIOR WRITTEN APPROVAL OF THE ACOE AND SJRWMD AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION OR THE MASTER ASSOCIATION ARE DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE PERMITS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND SJRWMD, AS APPLICABLE.

3. 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 Third Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe to be duly executed effective the date and year first above written.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
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

COPIES
James E. Davidson, Jr.
Vice President for Development
Administration
3370-I International Golf Parkway
St. Augustine, FL 32092

STATE OF FLORIDA)
)SS
COUNTY OF _____

Unofficial

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, 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 _____

Courtesy
PINEHURST POINTE HOMEOWNERS
ASSOCIATION, INC., a Florida nonprofit corporation

(Name _____)

(Name _____)

By: _____
James E. Davidson, President

STATE OF FLORIDA)
)SS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by James E. Davidson, Jr., the President of **PINEHURST POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, on behalf of the corporation.

Copy

_____)

(Print Name _____
NOTARY PUBLIC, State of
Florida at Large
Commission # _____

Un-official

My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Courtesy

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