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PREPARED BY AND RETURN TO:
ROBERT W. WATTWOOD, ESQ.
O'BRIEN, RIEMENSCHNEIDER, KANCILIA & LEMONIDIS, P.A.
1686 W. Hibiscus Blvd.
MELBOURNE, FLORIDA 32901

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SANDY PINES PRESERVE SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SANDY PINES PRESERVE SUBDIVISION**
(hereinafter referred to as "First Amendment") is dated as of the 28th day of May,
1999 Wachovia by Sandy Pines Development Corporation, a Florida corporation (hereinafter
referred to as "Developer") and Sandy Pines Preserve Homeowners Association, Inc., a
Florida corporation (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, Developer platted certain property into Sandy Preserves Subdivision as
described in Plat Book 43, Page 36, Public Records of Brevard County, Florida (the
"Subdivision"); and

WHEREAS, this Subdivision was made subject to that certain Declaration of Covenants,
Conditions and Restrictions as recorded in Official Records Book 3726, Page 2018, Public
Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, Developer holds in excess of two-thirds ($\frac{2}{3}$) of the total membership votes
within the Association, thereby permitting amendment to the Declaration by the majority vote of
the Board of Directors of the Association; and

WHEREAS, the Board of Directors of the Association have unanimously voted to
approve this First Amendment; and

WHEREAS, Developer and the Association wish to amend the Declaration and confirm
this First Amendment in writing and record same in the public records.

NOW, THEREFORE, Developer and the Association, pursuant to Article VIII, Section
2 of the Declaration, hereby modify the Declaration as follows:

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 10 #Names: 2
Trust: 5.50 Rec: 41.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00



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1. Inasmuch as **Exhibit "A"** was inadvertently omitted when the original Declaration was recorded, the **Exhibit "A"** attached hereto is hereby deemed a part of the Declaration and incorporated therein for the purpose of providing the missing legal description for the Subdivision.
2. **Article I, Section 3, is hereby replaced in its entirety with the following:**

Section 3. Classification of Membership

The Homeowners Association shall have two classes of voting membership

Class A.

Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration.

Class B.

The Class B members shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each lot owned in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) 3 months after 75% of the residential lots in all phases of the Subdivision that will ultimately be operated by the Association have been conveyed to members other than the Developer ("Members other than the Developer" shall not include builders, contractors or others who purchase a lot for the purpose of constructing improvements thereon for resale); or

(b) Upon the election of the Declarant or successor Developer or

(c) January 1, 2005



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3. **Article II, Section 12, is hereby replaced in its entirety with the following:**

Section 12. Mailboxes.

All mailboxes shall be located in a common location in the project. The location and type of the mailboxes shall be determined by the Declarant.

4. **Article III, Section 9 (a) and (b) are hereby replaced in their entirety with the following:**

Section 9. Ground Maintenance.

(a)(i) Mowing, fertilization, pest control and edging solely related to the grass/sodded area of the lawn on each Lot shall be performed by the Association. All other maintenance, repair and replacement of the lawn and lawn or yard related amenities shall be performed by the Lot owner including, but not limited to: sodding (installation and replacement); weeding; planting, trimming, fertilization and replacement of hedges, vines, shrubs, trees, plants, flowers and any other vegetation; and irrigation system/sprinklers installation, repair and replacement. Each Lot owner shall maintain his/her Lot in a neat and attractive manner. All vegetation, including the grass/sodded areas of the lawn, which dies or decays, shall be promptly removed and replaced by the Lot owner. Lot owners shall remove all obstructions or impediments to lawn mowing prior to any scheduled mowing date.

(ii) For the purpose of the Association providing the required lawn maintenance pursuant to the terms hereof, the Association shall have the right to enter into a maintenance agreement with a third party or parties. The terms and conditions of such agreement shall be determined by the Board of Directors of the Association.

(iii) As the nature of the common lawn mowing necessitates the entry onto Lots for the purpose of such mowing, each Lot owner by acceptance of a deed, grants to the Association, its agents, employees and contractors, the right of ingress and egress over his or her Lot where necessary and desirable to permit the maintenance and mowing described herein.

(iv) The mowing, fertilization, pest control and edging related to the grass/sodded area of the lawn of the Lots in the Subdivision is hereby deemed to be a general purpose of the Association to be funded by assessments in accordance with Article V hereof.

5. **Article III, Section 10 is hereby replaced in its entirety with the following:**

Section 10. Fences, Hedges, Mass Plantings of Any Type.

(a) The maximum height of fences, hedges or mass plantings of any type (hereinafter collectively referred to as "fence" or "fences") shall be 6 feet for rear and side yard fences, except that any fence (other than a rear Lot line fence) which normally faces a street shall be limited to 4 feet in height. Furthermore, for the purposes of this section, fences on a corner Lot which face either street, shall not exceed 4 feet in height.

(b) No fence shall be built further forward on a Lot than 20 feet behind a line extending from the front corner of a residence to the side Lot line. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side set back of the residence. All fences must also conform with any applicable governmental regulatory code and setback requirements.

(c) All fences (other than hedges or mass plantings of any type) shall be constructed of wood in a shadow-box design, and left in a natural condition without paint or colored stain. No walls (other than Subdivision perimeter and entrance walls) are permitted and no fence may be constructed of wire, chain link or cyclone style fencing on any Lot. Prior to construction of fences on any Lot, the owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved material and style of the proposed fences to the Committee for approval. No fence may be constructed or maintained upon any Lot without the written consent and approval of the Committee.

(d) Any fences constructed within platted or reserved easements within the Subdivision may be removed during maintenance, repair or replacement of underground utilities; and the replacement thereof will be the responsibility of the Lot owner.

6. **Article III, Section 28 is hereby replaced in its entirety with the following:**

Section 28. Air Conditioning.

No window or wall air conditioning unit shall be permitted within any residences or improvements located in the Subdivision. All air conditioning compressors must be placed to the rear of a line extending from the rear corner of a residence to the side Lot line. It is the intent of this provision that no air conditioning compressors be located adjacent to the side wall of any residence. All air conditioning units and compressors shall be fenced or landscaped so as to not be



visible from any street (including the side street in the case of a corner Lot).

7. **Article III, Section 30 is hereby added as follows:**

Section 30. Concrete Pads.

Concrete pads not exceeding 3 feet in width and not exceeding 3 feet in depth, shall be permitted within platted or reserved side yard easements so long as said pads are constructed independent of the residence foundation thereby allowing for temporary displacement for underground utility maintenance. Any such pad may be removed during maintenance, repair or replacement of underground public utilities with subsequent replacement of the pad being the responsibility of the Lot owner.

8. **The following language is added to the end of Article IV, Section 7:**

Any recreational vehicle/boat storage area located on a common area amenity tract shall be for the private use of the inhabitants of the Subdivision, as it may be expanded from time to time; provided, however, the Board of Directors at its election, may also permit storage use by parties inhabiting lots or parcels outside the Subdivision but within the area described as the "Subject Property" in the Master Declaration for Sandy Pines as recorded in Official Records Book 2632, Page 706, Public Records of Brevard County, Florida. Fees for storage by all users, shall be established by the Board of Directors and charged to the user on a quarterly basis. The initial quarterly rate during the year 1998 for vehicles (inclusive of boats, trailers, recreational vehicles, cars, motorized dwellings, tent trailers and the like) 30 feet or less in length shall be \$60.00. The initial quarterly rate for the year 1999 for vehicles exceeding 30 feet in length shall be \$75.00. Nothing herein shall be construed to permit storage of tractors or tractor trailers within the storage area.

9. **Article IV, Section 8 is hereby replaced in its entirety with the following:**

Section 8 Maintenance and Operation of Surface water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) servicing the Subdivision; provided, however the Association may assign to or contract/share with another subdivision association or master association some or all of those responsibilities, all as determined by the Developer in its discretion. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other



surface water or stormwater management capabilities as permitted by St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system(s) shall be as permitted, or if modified as approved by St. Johns River Water Management District. St. Johns River Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system(s).

10. **Article IV, Section 10, is hereby replaced in its entirety with the following:**

Section 10. Surface Water or Stormwater System Servicing of other Properties:

The surface water or stormwater management system(s) for the Subdivision may be designed and permitted now or in the future for the servicing of the surface water or stormwater management system(s) needs of other properties within the Sandy Pines Planned Unit Development. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) components, facilities and property which are located on property within the Subdivision unless such responsibilities are otherwise assumed by or assigned to, in whole or in part, another subdivision association or a master association, as determined by the Developer in its discretion.

11. **Article IV, Section 15, is hereby replaced in its entirety with the following:**

Section 15. Sandy Pines PUD Master Association.

The Association and Subdivision are currently part of the Sandy Pines Master Association ("Master Association"), which may have certain responsibilities toward maintenance, operation and repair of surface water/stormwater tracts and system(s) within the Sandy Pines Plan Unit Development and Sandy Pines Development of Regional Impact. The Association may be assessed from time to time for a portion of the operation, maintenance and repair expenses as well as Master Association operation expenses. Additionally, Developer or the Association may approve and/or consent to/assist in the dissolution of the Master Association (or abandonment/disassociation from same) and/or termination of the Master Declaration, and the Association may assume the responsibility for surface water and stormwater related tracts and system(s) maintenance, operation and repairs which might otherwise be the responsibility of the Master Association. Any such action may be accomplished by the Developer or the Association in their discretion, without the approval or consent of individual lot owners; provided, however, at all times the responsibilities for maintenance, operation and repair must be met by the Association, Master Association, other subdivision



association or other entity acceptable to St. Johns River Water Management District.

IN WITNESS WHEREOF, the undersigned Developer and Association have executed this First Amendment as of the day and year first set forth above.

**SANDY PINES DEVELOPMENT
CORPORATION, a Florida corporation**

Steve Spragins
Witness

Print Name: STEVE Spragins

Joan T. Read
Witness

Print Name: Joan T. Read

BY: B. E. J.
Benjamin E. Jefferies, as President

**SANDY PINES PRESERVE HOMEOWNERS
ASSOCIATION, INC., a Florida corporation**

Steve Spragins
Witness

Print Name: STEVE Spragins

Joan T. Read
Witness

Print Name: Joan T. Read

BY: C. D. M.
C. Douglas M. as its President



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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28th day of May, 1999, by **Benjamin E. Jefferies**, as **President of Sandy Pines Development Corporation**, a Florida corporation, on behalf of said corporation ☒ who is personally known to me, or ☐ who has produced a Florida driver's license as identification.



Stephen H Spragins
My Commission CC641030
Expires May 06, 2001

Stephen H. Spragins
Notary Public

Print Name: _____

Commission expires: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28th day of May, 1999, by C. Douglas Engle, as President of **Sandy Pines Preserve Homeowners Association, Inc.**, a Florida corporation, on behalf of said corporation ☒ who is personally known to me, or ☐ who has produced a Florida driver's license as identification.



Stephen H Spragins
My Commission CC641030
Expires May 06, 2001

Stephen H. Spragins
Notary Public

Print Name: _____

Commission expires: _____

The undersigned members of the Board of Directors of the Association do hereby join in and consent to the foregoing First Amendment for the purpose of evidencing their vote to amend the Declaration accordingly.

Steve Spragins

Witness

Print Name: Steve Spragins

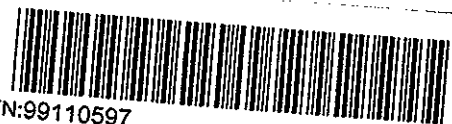
Joan Red

Witness

Print Name: Joan Red

Bj. E. J.

Benjamin E. Jefferies, As Director



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Steve Spragins

Witness

Print Name: STEVE SPRAGINS

John Doe

Witness

Print Name: John Doe

C. Douglas Engle

C. Douglas Engle, As Director

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28th day of May, 1999, by Benjamin E. Jefferies, as Director of Sandy Pines Preserve Homeowners Association, Inc., a Florida corporation, on behalf of said corporation ☒ who is personally known to me, or ☐ who has produced a Florida driver's license as identification.



Stephen H. Spragins
My Commission CC641030
Expires May 06, 2001

Stephen H. Spragins

Notary Public

Print Name: _____

Commission expires: _____

STATE OF FLORIDA
COUNTY OF BREVARD

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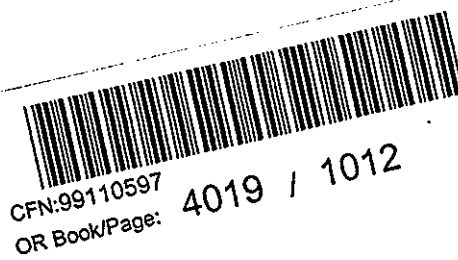
Stephen H. Spragins
My Commission CC641030
Expires May 06, 2001

Stephen H. Spragins

Notary Public

Print Name: _____

Commission expires: _____



"EXHIBIT A"

LEGAL DESCRIPTION:

**All lands described in Plat Book 43 Page 36 of the public records of Brevard County,
Florida.**



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