

Prepared by and return to:
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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WATERMILL AND NOTICE OF ASSESSMENTS FOR WATERMILL MASTER ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WATERMILL AND NOTICE OF ASSESSMENTS FOR WATERMILL MASTER ASSOCIATION, INC. ("Amendment") is made this 21 day of March, 2005, by **WATERMILL, L.L.C.**, a Florida limited liability company ("Declarant").

RECITALS

- A. Declarant is the current developer of the real property that is described in and subject to the Declaration of Covenants, Conditions, Restrictions and Easements for WaterMill and Notice of Assessments for WaterMill Master Association, Inc., dated March 22, 2001 and recorded in Official Records Book 9927, page 1781 of the public records of Duval County, Florida, as amended and supplemented from time to time (the "Declaration").
- B. In accordance with the provisions of Article 16, Section 16.7 of the Declaration, the Declaration may be amended, changed or added to at any time prior to turnover of control of the homeowner's association by the Declarant, so long as Declarant or its affiliate holds title to any Lot or Unit affected by the Declaration.
- C. Turnover has not occurred, and the Declarant holds title to Lots or Units affected by the Declaration.
- D. The Declarant wishes to amend and restate Section 10.3 of the Declaration regarding the levying of fines to comply with current statutory requirements.
- E. All terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Declaration.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct as of the date hereof.
2. Section 10.3 of the Declaration is amended and restated in its entirety as follows:

“10.3 Fines and Suspension of Privileges.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or any rules and regulations, it shall be lawful for Developer, the Master Association, or any Member: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Member's (and the Member's Permittees's) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Member or Member's Permittees for the failure of the Member or Member's Permittees, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Master Association shall give the Member or Member's Permittee at least fourteen (14) days notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Members appointed by the Board of Directors, which committee members shall not be officers, directors or employees of the Master Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Master Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Member or Member's Permittee notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, the committee shall be presented with the violation(s) and shall give the Member or Member's Permittee the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Member or Member's Permittee within twenty-one (21) days after the date of the hearing.

(c) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee or Occupants.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(3) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot or Unit owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00);

provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(4) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(5) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

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

(7) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Master Association may otherwise be entitled, including without limitation the right to impose a special assessment as a lien on the Lot; however, any fine paid by the Member or Member's Permittee shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Member or Member's Permittee. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

The failure of Developer, the Master Association, or any Member, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto."

3. Except as amended and supplemented herein, the Declaration remains in full force and effect.

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IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed and delivered

WATERMILL MASTER ASSOCIATION INC. a Florida limited liability company

in the presence of:

By: SUSAN D. WOOD, PRESIDENT WATERMILL MASTER ASSOCIATION, INC.

Dolores C. McNeal
Print Name: Dolores C. McNeal
Robbin R. McDaniel
Print Name: Robbin R. McDaniel

By: *Susan D. Wood*
Print Name: SUSAN D. WOOD
Its: PRESIDENT

“DECLARANT”

Whose address is:

414 Old Hard Road, Suite 201
Orange Park, Florida 32073

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of March, 2005, by SUSAN D. WOOD the PRESIDENT of The WaterMill Master Association, Inc., a Florida corporation authorized to do business in Florida.

Sandra Spencer
Print Name: Sandra Spencer
Notary Public – State of Florida
My commission expires: _____
Commission number: _____

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