

PREPARED BY AND RETURN TO:  
The Law Offices of George H.G. Hall  
4736 Blanding Blvd  
Jacksonville, FL 32210

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR GENTLE WOODS HOMEOWNERS  
ASSOCIATION, INC.**

**THIS CORRECTED FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE GENTLE WOODS HOMEOWNERS  
ASSOCIATION, INC.,** is made and executed this 18th Day of January, 2010 by the Gentle Woods Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

**RECITATIONS**

**WHEREAS** The Developer executed a certain Declaration of Covenants, Conditions, and Restrictions for the Gentle Woods subdivision as recorded in the Official Records Book 11348 at Page 968 and Records Book 56, at Page 35 of the Public Records of Duval County, Florida ("Declaration");

**WHEREAS** pursuant to authority granted to it in ARTICLE VII – MISCELLANEOUS, Section 7.2, AMENDMENTS (c) of the Declaration, desires to amend the Declaration to modify, clarify and otherwise conform the terms and provisions of the Declaration;

**NOW THEREFORE**, the Association hereby declares as follows:

- A. All of the above recitals are true and correct.
- B. A meeting of the Association members was held on December 11, 2009 whereat a quorum was present in person or by proxy.
- C. The following amendments to the Declaration were adopted by a majority of those members who voted at the meeting on December 11, 2009 whereat a quorum was present, in person or by proxy.

**1. Amend ARTICLE IV, COVENANT FOR MAINTENANCE**

**ASSESSMENT, Section 4.5, Special Assessments, TO READ:** Special Assessments shall be levied and paid in the same manner as heretofore provided for regular assessments. Special Assessments can be three kinds: (a) those chargeable to all Members in the same proportions as Regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by a majority of all votes of the classes of Members; or (b) those assessments against one Owner alone to cover repairs or maintenance for which such Owner is responsible and which he has failed to make, which Special Assessment may be approved by the Board; or (c) those assessed against one Owner alone for failure to comply with the provisions of the governing documents, published Architectural Standards, or other published guidelines that may be approved by the Board and applied in accordance with Florida Statutes 720.305(2) and any other revisions thereto by the State of Florida.

**2. Amend ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENT, Section 4.7, Association Certificate of Payments, TO READ:** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or Agent of the Corporation or from the Management Company providing day-to-day management of Association resources, setting forth whether the Assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of issuance.

**3. Amend ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENT, Section 4.8, Effect Of Nonpayment Of Assessments; Remedies Of The Association, TO READ:** Any Assessment not paid within thirty (30) days after the due date or "Postmark By Date" if this method is being used by the Association, shall bear interest from the due date at the highest rate permitted by law and be subject to a late fee at a rate established by Florida Statutes 720.3085 and any other revisions thereto by the State of Florida. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

**4. Amend ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENT, Section 4.10, Capital Contribution Assessment, TO READ:** Upon conveyance of title to any Lot within the Gentle Woods subdivision the Association is entitled to collect a Capital Contribution Assessment of Two Hundred Fifty Dollars (\$250.00).

**5. Amend ARTICLE V, COVENANTS AND RESTRICTIONS, Section 5.3, Fences, TO READ:** No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line as defined in the City of Jacksonville Zoning Ordinances or Building Codes. All fences constructed on the Lot shall be no more than six (6) feet in height unless approval for a different height has been granted in writing by the Association and **as a minimum** shall be four (4") inch board shadow box design or an upgraded design or style approved in writing by the Association, except for homes with a garden bath, there may, as a minimum, be privacy fence constructed of four (4") inch board on board or other upgraded fencing as approved in writing by the Association, which may be up to eight (8) feet in height. Said eight foot (8') fencing shall be limited to the immediate area sufficient to provide visual obscurity for the garden bath window. The fencing material may be made of wood, vinyl/PVC, or any other material as approved in writing by the Association. However, **no Fencing installation shall be commenced without prior written approval** by the Architectural Review Committee or the Board of Directors acting as the Architectural Review Committee (ARC) if there is not a separately appointed ARC committee.

As to Lots which include a Storm Water Management Facility and Drainage Easement (as hereinafter defined), no fence shall be erected closer to the

Stormwater Retention Ponds than the “top of bank” as designated on the recorded Plat to the Property and reflected on the Official Survey. Any such fence shall be four feet (4') in height along said “top of bank” boundary. All lake boundary fencing shall be constructed of shadow box design or alternatively the lake boundary fencing may be constructed of metal, vinyl/PVC, or other material as approved in writing by the Association, painted black in color, with spacing between the pickets not more than four inches (4”) or other such spacing that may be required to meet current City of Jacksonville Building Code requirements. In the event metal fencing is to be used to enclose a swimming pool on a storm water retention pond Lot, the Lot owner is responsible to verify local building code requirements for swimming pool fencing and submit fencing plans meeting these building code requirements to the Architectural Review Committee or the Board acting as the Architectural Review Committee if there is not a separately appointed committee, prior to construction.

As to Lots with rear property lines which back up to Wetland Preserve Areas or Conservation Easement Lands which may be designated on the recorded Plat to the property and reflected on the Official Survey, no fence shall be erected along the rear property line higher nor lower than six feet (6') in height, except that the fence may be four feet (4') in height and be four inch (4”) shadow box design or may be constructed of metal, or other material as approved in writing by the Association, painted black in color, with spacing between pickets not more than four inches (4”) or other such spacing that may be required to meet current City of Jacksonville Building Code requirements.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required in Section 5.1 shall be obtained. This restriction does not apply to perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successors, and any perimeter or boundary fence constructed by or at the instruction of the Developer, or Association, shall be deemed in compliance with these covenants.

**6. Amend ARTICLE V, COVENANTS AND RESTRICTIONS, Section 5.10, Pets And Animals, TO READ:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In any event there shall not be more than a total of four (4) animals or pets of any type kept on any one Lot. If, at the sole discretion of the Association, an animal or pet becomes a nuisance or has a history of violent behavior, no matter what its pedigree, the Association can require the owner to remove the animal or pet from the community.

**7. Amend ARTICLE V, COVENANTS AND RESTRICTIONS, Section 5.12, Parking Of Wheeled Vehicles, Boats, Etc., TO READ:** No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any kind, including without limitation, vehicles in disrepair, may be kept or

parked between the paved road and the residential structure or within the front or side yard or within the right-of-way without approval of the Association. Boat and boat trailers along with small utility trailers may be so kept if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots and roadways within the community. (NOTE: Recreational vehicles (RVs), motor homes, camper trailers and large trucks are prohibited at all times within this community). In no case may an owner of a Lake Lot park or store any such vehicle listed above in the rear yard of their Lot as there is no way to screen such vehicle from view of adjacent Lots or neighboring Lots across the Lake. Private automobiles or vehicles of the Owner bearing no commercial signs unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Company trucks larger than a pickup cannot be stored or parked anywhere on a Lot or within the community except if contained completely within an Owner's attached garage. No trailers or mobile homes may be maintained or kept on any Lot except construction trailers which must have the written consent of the Association.

**8. Amend ARTICLE V, MISCELLANEOUS, Section 7.8, Enforcement Of Covenants, TO READ:** If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restrictions contained herein, it shall be lawful for the Association, or other Owner of any Lot; (a) to prosecute proceedings for recovery of damages, including any Special Assessments or Fines imposed by the Association in accordance with Florida Statutes 720.305 and any amendments thereto made by the State of Florida, as well as the written Enforcement Policies of the Association, against those 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 any such violation or attempted violation. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, Owner or its respective successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed as a waiver of the right to enforce same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. The St Johns River Water Management District shall have the right to enforce, by a proceeding at Law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the storm water management system.

D. In the event the terms and provisions of this First Amendment should conflict with the terms and provisions of the Declaration, the terms and provisions of this First Amendment shall control.

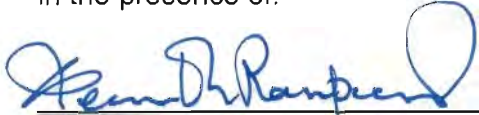
E. Except as otherwise specifically defined herein, any term used herein which is defined in the Declaration shall have the same meaning in this Amendment as in the Declaration.

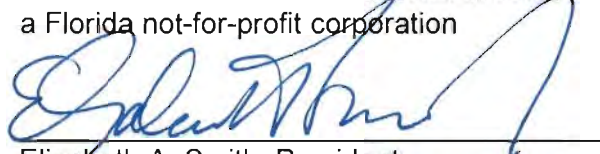
F. All other Covenants, Conditions, and Restrictions of the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, The Association has caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed in its name on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GENTLE WOODS HOMEOWNERS ASSOCIATION, INC.**  
a Florida not-for-profit corporation

  
Kenneth Rampersad, Vice President

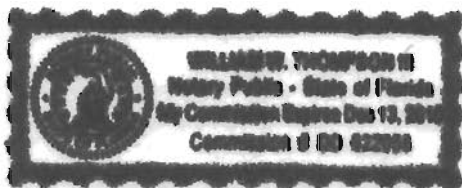
  
Elizabeth A. Smith, President

  
Lena F. Williams, Secretary/Treasurer

**STATE OF FLORIDA**

**COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 18 day of January, 2010 by Elizabeth A. Smith, Kenneth Rampersad and Lena F. Williams who are personally known by me and who identified themselves as the President, Vice President and Secretary/Treasurer respectively of the GENTLE WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.





William W. Thompson III  
Notary Public  
My Commission Expires: December 13, 2010