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THIS DOCUMENT PREPARED  
BY AND RETURN TO:

CHARLES L. GIBBS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR TURNBERRY AT SAINT JOHNS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR TURNBERRY AT SAINT JOHNS** ("Second Amendment") is made  
effective December 20, 2007 by **TURNBERRY ASSOCIATION, INC.**, a Florida not-for-  
profit corporation (the "Association").

**RECITALS:**

A. Turnberry Developers, Ltd., a Florida limited partnership ("Developer"), has  
executed that certain Declaration of Covenants and Restrictions for Turnberry at Saint Johns,  
recorded in Official Records Book 1277, at page 607, as amended by the Supplementary  
Declaration of Restrictions and Covenants for Turnberry at Saint Johns, recorded in Official  
Records Book 1498, at page 1913, as further amended by the First Amendment to Declaration of  
Covenants and Restrictions for Turnberry at Saint Johns, recorded in Official Records Book  
1871, at page 236, and as further amended by that Release of Developer Rights, recorded in  
Official Records Book 2915, at page 209, all of the public records of St. Johns County, Florida  
(together, the "Declaration").

B. Article X, Section 5(c) of the Declaration provides for amendment of the  
Declaration by an instrument signed by the Owners of two-thirds (2/3) of the Lots other than  
Developer.

C. This Second Amendment was approved by an instrument signed by two-thirds  
(2/3) of the Owners of the Lots other than Developer at a meeting of the Association held on  
November 29, 2007. True and correct copies of the instruments signed by the Owners shall be  
maintained with the official records of the Association.

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

1. The parties agree and confirm that the above-stated recitals are true and  
correct. All capitalized terms contained in this Second Amendment, to the extent not otherwise  
defined herein, shall have the same meanings as such terms are defined in the Declaration.

2. Article V, Section 6(a) of the Declaration is hereby amended in its entirety  
as follows:

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Any Charges not paid within thirty (30) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at the highest rate permitted under Florida law.

3. Article V, Section 9 of the Declaration is hereby amended in its entirety as follows:

Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot from the Developer, the transferee shall pay to the Association a working capital contribution of one hundred dollars (\$100.00). Upon any subsequent transfer of title of a Lot, the transferee shall pay to the Association a working capital contribution of five hundred dollars (\$500.00). This capital contribution shall not be considered as an advance payment of the Annual General Assessment. This working capital fund may be used for any purpose relative to the Association which the Directors deem appropriate, including use for operational expenses, reserves, additional capital improvements to Association property, etc.

4. Article VII, Section 3 of the Declaration is hereby amended in its entirety as follows:

Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

A residence may be located wholly within a single platted Lot or upon a portion of a platted Lot or combination of platted Lots. Set-backs shall be measured from the outer surface of the exterior walls of each house.

Front yard set-backs: 20' minimum from front Lot line.

Side yard set-backs: 5' minimum from side Lot lines (for upland buffer \* limit). For corner Lots, set-back from side street Property line is 15'.

Rear yard set-backs: 15' minimum from rear Lot line (or upland buffer \* limit) or top of lakebank.

Rear yard set-backs: 5' from wetland line as established by St. Johns County and/or St. Johns Water Management District.

Rear yard set-backs reduction:

Upon written approval, the Board of Directors may release the Lots from minor set-back violations (not to exceed five (5) feet).

\* To clarify, in cases where the upland buffer line is located more interior than the minimum set-back for a particular Lot, then the upland buffer line shall be the set-back line.

Upon written approval, the Board of Directors may release the Lots from minor set-back violations (not to exceed five (5) feet).

Pool enclosures must be constructed within the building set-back lines. In-ground pools including the related pool deck area (but not pool enclosures) may be constructed to within 7-1/2' of rear lot line or top of lakebank, and constructed to the side set-back lines as established for that house on that particular Lot. However, pools including the related pool deck area shall not be located closer to either side Lot line than the permitted structure on that Lot.

Fences may be placed within the set-back limits, except that they may not encroach into wetlands or wetland buffer areas.

Eaves of building structures shall be limited in width to 50% of the side set-back of the structure on each Lot.

The term "front of Lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear Lot line" shall mean any Lot boundary line, other than a Lot line which is contiguous to a street right-of-way, which does not extend to, or intersect the front Lot line. The term "interior side Lot line" shall mean any Lot boundary line other than a front or rear Lot line, and other than a Lot line which is contiguous to a street right-of-way. As to all corner Lots, the Board of Directors may, in its sole discretion, determine which Lot lines are the front Lot lines and the side street lines.

5. Article VII, Section 9 of the Declaration is hereby amended in its entirety as follows:

Parking Restrictions, Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of his permitted vehicles in a garage, attached or detached, which is part of his House. Subject to the terms of this Section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas (other than areas provided therefore by the Board of Directors within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, riding lawnmower, tractor, truck, commercial vehicles of

any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Boats, trailers, and other vehicles that are not Permitted Vehicles regularly may be parked only in the garage of a house. No Owner or other occupants of any portion of the Development shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No vehicles shall be parked in the streets, or any other portion of the Common Areas, overnight.

6. Article VII, Section 16 of the Declaration is hereby amended in its entirety as follows:

Pets and Animals. No animals, livestock or poultry shall be bred, kept, raised or maintained on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that the total number of these pets not exceed three (3) in the aggregate. Dogs and cats must be leashed or kept in enclosed areas, and birds and rabbits shall be kept caged at all times. Owners of dogs, cats or other household pets must remove all animal waste from the streets and any other portion of the Common Areas and the Lots.

7. Article VII, Section 25 of the Declaration is hereby amended in its entirety as follows:

Release of Violations. Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Board of Directors shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Board of Directors shall not release a violation except one it determines to be a minor violation.

8. Article X, Section 5(c) of the Declaration is hereby amended in its entirety as follows:

In addition to the foregoing, this Declaration may also be altered or amended by the approval of the Owners holding two-thirds (2/3) or more of the total votes of the Association, which alteration or amendment shall be effective upon recordation in the public records of St. Johns County, Florida.

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9. Except as specifically amended hereby, the Declaration shall remain in full force and effect. In the event of any conflict or ambiguity between the terms of this Second Amendment and the terms of the Declaration, the terms of this Second Amendment shall control.

**IN WITNESS WHEREOF**, the Association has executed this Second Amendment as of the date and year first above-written.

**[SIGNATURES BEGIN ON FOLLOWING PAGES]**  
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Signed, sealed and delivered  
in the presence of:

**TURNBERRY ASSOCIATION, INC.,** a  
Florida not-for-profit corporation

Sidney Hulsey  
Sidney Hulsey  
(Name Printed)

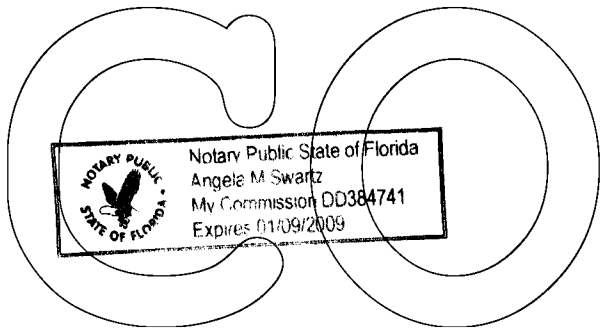
By: John Navio  
Name Printed: JOHN NAVIO  
Title: PRESIDENT

Charles R. Yorlino  
CHARLES R. YORLINO  
(Name Printed)

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STATE OF FLORIDA )  
) SS  
COUNTY OF St. John's )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2007, by John Navio, the President, of **TURNBERRY ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation.



Angela M. Swartz  
Print Name Angela M. Swartz  
NOTARY PUBLIC  
State of Florida at Large  
Commission # DD384741  
My Commission Expires:  
Personally known  or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced \_\_\_\_\_

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