

INSTR 20020614580  
OR BK 06706 PG 3943

**2<sup>nd</sup> AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS & RESTRICTIONS FOR JOHNS  
LANDING**

MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL

**THIS 2<sup>nd</sup> AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR JOHNS LANDING** is recorded and executed this 20 day of November, 2002, by Roberts/Cura Company, a Florida joint venture (hereinafter referred to as the "Developer").

**RECITALS**

A. Developer caused the Declaration of Covenants, Conditions, Easements & Restrictions for Johns Landing ("Declaration") to be recorded in Official Records Book 6022, Page 2293 of the official records of Orange County, Florida.

B. Developer is entitled to amend the terms and provisions of, and the covenants, conditions, restrictions, easements and reservations set forth in the Declaration upon the affirmative written consent or the vote of not less than two-thirds (2/3) of the total votes of the members of the Association, and without requiring the joinder or consent of any other person or party whomsoever, provided any such amendment must be approved by the Federal Housing Administration and the Veterans Administration; and

C. Developer controls more than two-thirds (2/3) of the total votes of the members of the Association and this amendment has been approved (or said has approval has been waived or is not required) by the Federal Housing Administration and the Veteran's Administration; and

D. Developer desires to amend the Declaration to modify certain covenants and restrictions.

**NOW, THEREFORE**, for and in consideration of the premises hereof, Developer does hereby amend the Declaration as follows (additions noted by underline, deletions by ~~strikeout~~):

**Article VII**

4. **Commercial Activity.** Except for (i) the permitted activities specifically provided in ~~Article 14.1.8~~ of this Declaration, and (ii) the use of a room or rooms within a residence as an in-home office, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature, type, kind or description shall be conducted upon or from Residential Property or within any Improvements located or constructed thereon. The use of any residence must be primarily that of residential and, accordingly, any in-home office must be secondary to the residential use. No signs of any type advertising or describing in any way the in-home office use or business are permitted to be placed anywhere within the Lot or within or upon the residence. The activities or business conducted at the in-home office shall not be such as to generate traffic by customers, vendors or the like, through Johns Landing or to the

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residence.

6. Animals and Pets. No reptiles, livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon Residential Property, except for dogs, cats, birds or other usual and customary household pets, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by Developer or the Association, in the exercise of their reasonable discretion. Numbers in excess of two (2) of each such type of household pet (other than aquarium kept fish) shall *prima facie* be considered unreasonable. Notwithstanding the foregoing provisions of this Article 7.6 permitting dogs, cats, birds or other usual and customary household pets, however, no such reptiles, animals, birds or other pets may be kept, raised or maintained on Residential Property under circumstances which, in the good faith judgment of Developer or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Residential Property. All pets permitted to be kept by this article must be kept on a leash or within an enclosed area at all times.

7. (b) No passenger automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, abandoned, serviced, rebuilt, repaired, or repainted on Residential Property. Neither shall any such automobile or vehicle be parked or stored on Residential Property for the purpose of dismantling, abandonment, servicing, rebuilding, repairing, or repainting. Notwithstanding the foregoing provisions of this Subsection (b), however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities normally associated with and incident to the day-to-day maintenance, washing, waxing and polishing of such vehicles.

21. Fences and Walls. Other than those constructed by Developer and/or the Association within the Drainage Easements and Wall and Landscape Easements established pursuant to Articles 14.1.2 and 14.1.4, respectively of this Declaration or pursuant to the Plat, no fences or walls shall be erected on Residential Property unless approved in writing by the Architectural Review Board. Under no circumstances, however, shall any fences be constructed on or within the boundaries of any single family lake front residence (having one or more of its property boundaries abutting the lake). The height and location of all fences or walls shall be subject to the control and approval of the Architectural Review Board, and the limits set forth in the Code of the City of Oakland, as amended from time to time. All fences and walls shall be constructed of wrought iron, brick, painted and exterior treated wood, stucco or other masonry materials. Exception to such specifications may be permitted by the Architectural Review Board, in its discretion; provided, however, that in no event shall uncovered or exposed chain link, ~~prefabricated wooden or opaque fences be permitted, and provided, further, that in no event shall fences or walls not in conformity with the Code of the City of Oakland be permitted.~~ On Lake front lots only six inch wrought iron style fence with a maximum height of four feet shall be permitted subject to the approval in writing by the Architectural Review Board.

22. Parking. All vehicles improperly parked or parked in violation of rules of the association, as established by the Board of Directors, are subject to towing by the association.

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## Article VIII

6. Height Limitation. No Improvement on Residential Property shall exceed thirty-five (35) feet in height, from the finished grade to the roof peak at its highest point. Each residential dwelling on a Lot shall consist of not more than two (2) full stories (not including basement) unless otherwise approved in writing by the Architectural Review Board and comply with the applicable City of Oakland Code and Orange County Code requirements.

9.1 Swimming Pools. No closer than the otherwise established side yard building setback line ~~plus an additional five (5) feet and no closer than fifteen (15) feet to any rear yard property boundary line from the pool water's edge~~ as established by the applicable City of Oakland and Orange County Code in effect at the time of application. No swimming pools shall be constructed in front or side yards without ARB approval. Above ground pools are prohibited.

9.3 Outbuildings and Accessory Structures. No out buildings or accessory structures are permitted. However, the following outbuildings are permitted if approved in writing by the ARB: boat houses and docks, well and pump houses, and dog houses so long as they are obscured from view from the street. All out buildings and accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling on any Lot unless otherwise approved in writing by the Architectural Review Board provided, however, all such approvals by the Architectural Review Board shall require placement of out buildings and accessory structures within the limits set forth in the Code of the City of Oakland, as amended from time to time. No such outbuilding or accessory structure shall exceed twelve (12) feet in height, measured from ground level, nor have an area in excess of two hundred forty (240) square feet. No more than a total of two (2) outbuildings or accessory structures, or combinations thereof, shall be located on any Lot and no such outbuilding or accessory structure may be utilized as living quarters.

13. Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on Residential Property. Each single family residential dwelling constructed and maintained on Residential Property shall have an attached garage as an appurtenance thereto. All single family residential lake front dwellings, having one or more of its boundaries abutting the lake, and all single family residential dwellings constructed on Residential Property having a lake view, from which a full or partial view of the lake exists, shall only consist of side-entry or courtyard style garages. All garages shall be for not less than two (2) standard sized passenger automobiles. Garages for more than three (3) automobiles must be specifically approved by the Architectural Review Board. All garages must comply with any applicable provisions of City of Oakland Code and Orange County Code requirements. Each garage shall have a minimum width, as measured from inside walls, of ten (10) feet per car and a minimum depth for each car of twenty-one (21) feet. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the Architectural Review Board. All garages must have garage doors that are operated by electric door openers kept in operable condition and all garage doors shall remain closed at all times; save and except for the temporary opening and use of same in connection with the ingress and egress of vehicles

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and the conduct of other activities customarily performed in garages. No garage shall be converted to another use (e.g., living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this Article 8.13 of this Declaration and the approval of the Architectural Review Board as otherwise provided in this Declaration. Notwithstanding the foregoing provisions of this Article 8.13, because of the peculiarities of the size, shape, configuration, location and other physical characteristics of many Lots within Johns Landing, it may be impossible or impractical to design, erect, construct, install or maintain garages in such manner that the garage doors thereof do not face and are not visible from any street or the front of any residence. Accordingly, it is expressly provided that Developer without the consent of the Architectural Review Board, or the Architectural Review Board only with the consent of Developer, in their sole and absolute discretion, shall be entitled, and are hereby authorized, to grant waivers of and/or variances from such restriction in any particular instance and with respect to any particular Lot or Improvement. To the extent that any such waiver and/or variance is granted by the Developer and/or the Architectural Review Board, as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar waiver or variance in any other particular instance or with respect to any other particular Lot or Improvement.

15. Roofs. The roofs of the main body of all buildings and other structures, including the principal residence, shall be pitched. No flat roofs shall be permitted without the approval of Developer and the Architectural Review Board. Developer and Architectural Review Board may, in their discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. The pitch of all roofs shall be not less than four inches (4") in twelve inches (12") (4/12 vertical/horizontal). All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, cedar shake shingle, weather wood shingle, ~~30~~ 25 year minimum architectural dimensional fiberglass shingle or other materials approved by the Architectural Review Board. All roof colors must be approved by the Architectural Review Board. No pure white, pure black or pure primary colored roofs shall be permitted.

19. Awnings, Shutters and Window Coverings. No window of any building or other Improvement constructed upon Residential Property shall be covered by any awnings, canopies, shutters, (including hurricane or storm shutters), boards, or similar type window coverings, except as approved by the Architectural Review Board or such as may be required for protection from storms and only then during the period of any such storm. Nor shall any such windows be covered by or coated with any foil or other reflecting or mirrored materials or any other temporary or permanent material made of any substance not suitable as a window covering including but not limited to paper products, plastics, corrugated material, bedding materials, towels or the like. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of window openings or as a prohibition against suitable awnings located over or above window openings.

33. Boathouses and Docks.

Boat houses are permitted if approved in writing by the ARB, and must conform with the

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residence in appearance, structure, design and must be constructed of the same materials as the residence. Plans for any boathouse must be submitted to the ARB as provided for in Article, Section of this Declaration and the plans detailing the location, size, physical appearance, color and any other information as may be required by the ARB are approved in writing by the ARB. Additionally, Boathouses must comply with the applicable code provisions, rules and regulations, or Orange County, Florida; the City of Oakland, Florida; and the St. John's River Water Management District. Docks are permitted so long as they are approved in writing by the ARB. Docks must comply with the applicable code provisions, rules and regulations, or Orange County, Florida; the City of Oakland, Florida; and the St. John's River Water Management District.

#### Article X

9. Developed vs. Undeveloped Lots. Lots upon which construction has commenced ("constructed Lots") derive a greater benefit from Common Property and Assessments than do the Lots which are not being constructed upon. For this reason, the Association, in establishing the rate of Regular Assessments, shall assess Lots that are not constructed Lots for an amount less than constructed Lots. In this regard, the Regular Assessments of Lots that are not constructed Lots shall not exceed twenty percent (20%) of the Regular Assessments of constructed Lots. For purposes of this provision, construction shall be deemed to have commenced as to any Lot upon the earlier of (i) the commencement of construction of vertical Improvements pursuant to the appropriate and necessary governmental approvals and permits, (ii) or the lot is owned for two years by a person other than the developer and (ii) the conveyance of said Lot by the Developer to a third party person.

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IN WITNESS WHEREOF Developer has caused this 2<sup>nd</sup> Amendment to Declaration of Covenants, Conditions and Restrictions to be made and executed as of the day and year first above written.

Witnesses: Robin Mulligan  
Robin Mulligan  
Print Name: Robin Mulligan  
John J. O'Brien  
Print Name: John J. O'Brien

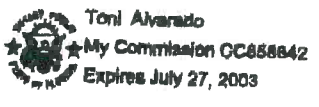
Roberts/Cura Company,  
a Florida joint venture  
By: [Signature]  
Print Name: R. Barber  
Title: PRES.  
(CORPORATE SEAL)

STATE OF Florida )  
COUNTY OF Orange )

§:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2002, by Richard Barber, the \_\_\_\_\_ of Roberts/Cura Company, a Florida joint venture. (He/She is personally known to me or has produced as FL DL identification and who did/did not take an oath.

Notary Stamp



Toni Alvarado  
Signature of Person Taking Acknowledgment  
Print Name: Toni Alvarado  
Title: Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expires: \_\_\_\_\_