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75322

**FIRST AMENDMENT AND ANNEXATION AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRESTWICK CROSSING**

THIS FIRST AMENDMENT AND ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESTWICK CROSSING ("First Amendment") is made and executed as of the 7th day of Nov., 2001 by **SOUTH EAST DEVELOPMENT ASSOCIATES, INC., a Florida corporation** ("Developer") and joined in by **CRESTWICK CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation.**

①
33.00

RECITATIONS:

WHEREAS, Developer executed that certain Declaration of Covenants, Conditions and Restrictions for Crestwick Crossing, recorded in Official Records Book 9968, at Page 1051 of the Public Records of Duval County, Florida ("Declaration"); and

WHEREAS, pursuant to authority granted to it in Section 1.1 of the Declaration, Developer desires to incorporate certain additional lands into Crestwick Crossing and to subject such additional lands to the terms and provisions of the Declaration as "Future Development Property" and pursuant to authority granted to Developer in Section 7.2 of the Declaration and as the owner of a majority of Lots within the Property, Developer desires to amend the Declaration to cure certain scrivener's errors or omissions, and otherwise conform the terms and provisions of the Declaration with the existing policies and regulations of the "Association" (as defined in the "Declaration").

NOW, THEREFORE, the undersigned Developer hereby declares as follows:

1. 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.

2. The additional real property described on **Exhibit A** attached hereto and made a part hereof Additional Real Property, which Additional Real Property is contiguous to the Property originally described in the Declaration shall be and is hereby annexed into the Crestwick Crossing development as of the date hereof whereupon the terms and provisions of the Declaration, as hereinafter modified and amended, shall encumber the Additional Real Property as if such lands had originally been designated as part of the Property in the Declaration and, as such, shall be owned held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration, as amended. As used in the Declaration, the term, "Property" shall henceforth include the Additional Real Property.

3. Section 1.1 of the Declaration, are hereby amended by adding the following language at the end of each respective section:

1.1 Annexation: For purposes of this Declaration, Future Development Property shall be deemed to be contiguous to the Property even if separated therefrom by a roadway or highway.

4. The Declaration is hereby amended by adding the following definitions as Sections 1.19 and 1.20 to Article I of the Declaration:

1.20 Plat. "Plat" shall mean and refer to the plat of certain real property more fully described in the Plat of Crestwick Crossing, according to the plat thereof, recorded in Plat Book 53, at Page 91 et. seq. of the Public Records of Duval County, Florida and such additional plats of any Future Development Property which is annexed and subjected to the terms and provisions of this Declaration.

5. Section 5.1 of the Declaration is hereby amended by deleting the third (3rd) sentence of said section and adding the following language in its stead:

No basketball hoops shall be placed within any right of way. No permanent basketball hoops shall be erected upon any Lot. Any basketball hoop used by an Owner on a Lot shall be of a temporary nature and shall be concealed within the garage or behind the residence away from view when not in use.

6. Section 5.3 of the Declaration is hereby deleted in its entirety and the following is substituted in its stead:

5.3 Fences. **No fencing shall be commenced without prior approval by the Architectural Review Committee.** All fencing shall be at least fifty (50) feet away from the dedicated right-of-way along the front of the Lot. In the case of a corner Lot, no fencing shall be closer to the side street than the rear corner of the structure closest to the side street. No fence which exceeds six (6) feet in height can be erected on any Lot. Fencing shall be constructed of one half (½) inch cypress #1 board and shall installed with the finished side of fence material facing the outside. All posts and railings shall be on the interior of the fence and shall not be visible from the outside of the fence. All fences shall only be stained with such stain as may be approved, in writing, by Developer or any existing architectural review committee. Commencing two (2) years after the installation of a fence, each owner thereof shall re-stain any fence located upon such Owner's Lot every other year in order to properly maintain the integrity and appearance of such fence.

As to Lots which border or include a portion of any Stormwater Retention Ponds (as hereinafter defined), no fence shall be erected closer to the Stormwater Retention Ponds than ten (10) feet from the "top of bank" as designated on the recorded Plat of the Property. Any such fence shall not exceed four (4) feet in height along said "top of bank" boundary or any side boundary of the Lot so as not

to obstruct any views of such water from any other Lot . Such fences on Lots bordering a Stormwater Retention Pond shall be constructed of pickets along the rear yard of the Lot (in the location specified above) with spacing between pickets as permitted by the Associations' rules and regulations. The side and front yard portions of the fence on such a Lot bordering a Stormwater Retention Pond shall be constructed of dog eared stockade boards of no higher than four (4) feet rather than the four (4) foot high pickets required along the rear yards of such Lots. Fences on all other Lots which do not border a Stormwater Retention Pond may be constructed in a dog eared stockade fashion no higher than six (6) feet high; provided, however, no fence may be constructed within any designated Conservation Easement or within and designated "buffer" or "wetland buffer" as depicted on the Plat.

In the event fencing is to be used to enclose a swimming pool, the Lot Owner is responsible to verify local code requirements for swimming pool fencing.

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

7. Section 5.15 of the Declaration is hereby deleted in its entirety and the following is substituted in its stead:

5.15 Aerials, Antennas and Satellite Receptor Dishes. No radio or television aerial, dish antenna or antenna nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure, except as hereinafter allowed, located on a Lot or on any portion of any Lot. Any satellite dish must be placed in a rear yard and shall be fenced or otherwise screened from view so that it is not visible from outside of the Lot, including front and side streets, roads, Common Areas, neighboring Lots or vacant land. In lieu of the restrictions on location contained in the previous sentence, a satellite dish antenna may be mounted on the rear eave (fascia) of a residence at a location no closer than five (5) feet from any back corner of the residence. No satellite dish shall exceed eighteen (18) inches in diameter and no more than one (1) satellite dish antenna shall be allowed per Lot.

8. Section 7.8 of the Declaration is hereby amended by adding the following to the end thereof:

7.8 Enforcement of Covenants. In addition to the foregoing enforcement rights, the Association shall have the right to impose and levy fines against any Owner who fails to cure a breach of any covenant or restriction contained in this Declaration after thirty (30) days written notice to said Owner at the last address of Owner

provided to the Association; provided, however in the event the breach is of a nature which is incapable of being cured with said thirty (30) day period, such cure period shall be extended by an additional thirty (30) days without imposition of a fine. Thereafter, the Association may impose fines as determined by the Board until such time as the breach is cured. All fines levied by the Association shall be a charge against the breaching Owner's Lot and shall constitute a lien which may be enforced in the same manner as a lien for delinquent Assessments as provided in Article IV above.

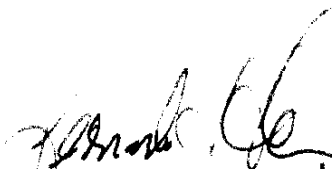
9. Except as expressly amended and modified hereby the Declaration shall remain in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first set forth above by Developer, acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

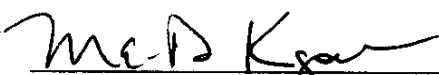
DEVELOPER:

**SOUTH EAST DEVELOPMENT
ASSOCIATES, INC., a Florida
corporation**



Printed Name: LEONARDO J. MAIMAN

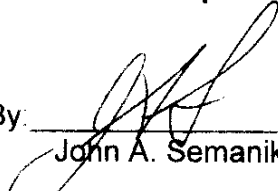
By: 
John A. Semanik, President

(Corporate Seal)



Printed Name: MARK D. KAPELKA

**CRESTWICK CROSSING
HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation**


Printed Name: LEONARDO J. MAIMAN

By: 
John A. Semanik, President

(Corporate Seal)


Printed Name: MARK D. KAPELKA

STATE OF FLORIDA

DUVAL COUNTY

BEFORE ME, the undersigned authority, appeared **John A. Semanik**, as President of **SOUTH EAST DEVELOPMENT ASSOCIATES, INC.**, a Florida corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification, this 7th day of Nov, 2001.

Leonardo J. Maiman
Print Name: _____
Notary Public State of Florida At Large
Commission No.: _____
My Commission Expires: _____



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA

DUVAL COUNTY

BEFORE ME, the undersigned authority, appeared **John A. Semanik**, as President of **CRESTWICK CROSSING HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification, this 7th day of Nov, 2001.

Leonardo J. Maiman
Print Name: _____
Notary Public State of Florida At Large
Commission No.: _____
My Commission Expires: _____



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

LIST OF EXHIBITS

Exhibit A - CRESTWICK CROSSING UNIT 2 AND 3 LANDS

EXHIBIT A

CRESTWICK CROSSING UNIT TWO

A portion of Lots 2, 3 and 4, of a Subdivision of part of the G. N. Tison Estate (also known as Tison's Subdivision) as recorded in Plat Book 6, Page 72 of the Current Public Records of said Duval County, Florida, being more particularly described as follows: BEGINNING at the Northeast corner of Tract "A", as shown on the plat of Crestwick Crossing Unit One, as recorded in Plat Book 53, Pages 91, 91A, 91B, 91C, 91D and 91E of said Current Public Records; thence the following eight (8) courses and distances along the Northerly boundary of said plat of Crestwick Crossing Unit One: Course No. 1: North 76°41'56" West, 743.12 feet; Course No. 2: North 65°39'59" West, 50.98 feet; Course No. 3: North 76°06'28" West, 106.05 feet; Course No. 4: North 10°58'53" East, 15.12 feet; Course No. 5: North 05°36'44" East, 15.09 feet; Course No. 6: North 86°18'37" West, 105.61 feet; Course No. 7: South 70°29'48" West, 54.80 feet; Course No. 8: North 84°19'54" West, 161.09 feet to a Northwest corner of Lot 23, said plat of Crestwick Crossing Unit One; thence North 01°58'50" East, 173.75 feet; thence North 01°11'57" East, 173.83 feet; thence North 06°30'39" East, 60.02 feet; thence North 11°44'22" East, 166.58 feet; thence North 16°20'41" East, 53.94 feet; thence North 24°14'19" East, 55.81 feet; thence North 39°25'20" East, 62.25 feet; thence North 49°05'14" East, 137.97 feet; thence North 59°18'11" East, 139.92 feet; thence North 72°05'53" East, 141.66 feet; thence South 32°59'24" East, 96.34 feet; thence South 64°02'38" East, 148.34 feet; thence South 25°57'21" West, 94.75 feet; thence South 64°02'39" East, 616.52 feet; thence South 00°00'00" West, 675.27 feet to the POINT OF BEGINNING

CRESTWICK CROSSING UNIT 3

A portion of Lots 1, 2, 3, 4 and 5, of a Subdivision of part of the G. N. Tison Estate (also known as Tison's Subdivision) recorded in Plat Book 6, Page 72 of the Current Public Records of Duval County, Florida, together with a portion of Section 3 of the Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, said Duval County, and being more particularly described as follows: COMMENCING at the Northeast corner of Tract "A", as shown on the plat of Crestwick Crossing Unit One, as recorded in Plat Book 53, Pages 91, 91A, 91B, 91C, 91D and 91E of said Current Public Records; thence North 00°00'00" East, a distance of 675.27 feet for a POINT OF BEGINNING; thence North 64°02'39" West, 616.52 feet, thence North 25°57'21" East, 94.75 feet; thence North 64°02'38" West, 148.34 feet; thence North 32°59'24" West, 96.34 feet; thence South 72°05'53" West, 141.66 feet; thence South 59°18'11" West, 139.92 feet; thence South 49°05'14" West, 137.97 feet; thence South 39°25'20" West, 62.25 feet; thence South 24°14'19" West, 55.81 feet; thence South 16°20'41" West, 53.94 feet; thence South 11°44'22" West, 166.58 feet; thence South 06°30'39" West, 60.02 feet; thence South 01°11'57" West, 173.83 feet; thence South 01°58'50" West, 173.75 feet to the Northwest corner of Lot 23, said plat of Crestwick Crossing Unit One; thence the following 10 courses and distances along the Westerly boundary of said Crestwick Crossing Unit One: Course No. 1: South 01°58'50" West, 17.47 feet; Course No. 2: South 13°39'05" West, 191.23 feet; Course No. 3: South 18°59'52" West, 145.42 feet; Course No. 4: South 11°52'04" West, 25.00 feet; Course No. 5: South 15°36'59" West, 44.74 feet; Course No. 6: South 13°50'54" West, 87.18 feet; Course No. 7: South 07°48'57" West, 280.03 feet; Course No. 8: South 14°42'56" West, 305.35 feet; Course No. 9: South 30°45'26" West, 50.47 feet; Course No. 10: South 17°03'12" West, 96.41 feet to the Northwest corner of those certain lands described in Official Records Volume 2537, Page 569, of said Current Public Records; thence North 73°51'48" West, along the North line of said last mentioned lands, a distance of 169.96 feet to a point situate in the Easterly boundary of the plat of Duval City, as recorded in Plat Book 6, Page 9 of said Current Public Records; thence North 07°48'58" East, along said Easterly boundary of Duval City, a distance of 2,013.42 feet to the Northwesterly boundary of said John Broward Grant; thence North 54°33'31" East, along said Northerly boundary of the John Broward Grant, Section 37 and along the Southeasterly boundary of said plat of Duval City and the Southeasterly boundary of the plat of Duval Station, Fischer's Replat of Sharps Replat as recorded in Plat Book 24, Page 54 of said Current Public Records, 920.00 feet; thence North 00°00'00" East, a distance of 629.94 feet, thence South 00°00'00" West, a distance of 953.02 feet to the POINT OF BEGINNING