

This Instrument Prepared By:
Stephen Lowery, Esquire
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, FL 32502
Our File No. 10-40-0100

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017067970 9/1/2017 11:41 AM
OFF REC BK: 7770 PG: 1012 Doc Type: AMR
Recording \$146.00

CERTIFICATE OF AMENDMENT
AND
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SPINNAKER COVE
TO ARTICLE VIII

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Spinnaker Cove, County of Escambia, State of Florida, (the "Declaration"), was revitalized pursuant to Chapter 720, Part III, Florida Statutes, and recorded in the Public Records of Escambia County, Florida as Instrument Number 2015002844 at Official Records Book 7285, Page 688, on January 14, 2015; and

WHEREAS, Spinnaker Cove Homeowners Association, Inc. ("Association") desires to amend certain provisions of Article VIII of the Declaration; and

WHEREAS, Article XIV Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by seventy-five percent (75%) of the then Owners; and

WHEREAS, the requisite number of owners have approved this Amendment to the Declaration.

NOW THEREFORE, the Association records this Amendment to the Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove pursuant to the Owner approval signified in the consents attached to this instrument and incorporated herein as Exhibit "A". The foregoing recitals shall be incorporated into this amendment and provisions of the Declaration not specifically amended or supplemented by this document shall remain in full force and effect and shall not be affected hereby.

THE DECLARATION IS AMENDED AS FOLLOWS:

1. **Article VIII shall be amended as follows.**

ARTICLE VIII
EXTERIOR MAINTAINENCE

No Owner shall in any way deface or change the color of the exterior of his residence. Exterior walls and roofs are to be maintained by each Owner in accordance with Association

standards and in quality condition at all times. In the event an Owner of any Lot in the Property shall ~~fall~~ fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8 of Article VI.

Normal maintenance of the roof of the Residence such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners. The expense of such maintenance shall be borne equally by the Owners. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one Residence the repair or replacement shall be at the expense of the said Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. If an Owner shall give or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners. The Association shall have the right to file a lien for non-payment of such charges in which event the Owner shall be responsible for attorney's fees and costs.

~~Normal maintenance for exterior painting of the Residence shall be done uniformly and at the same time for all Residences upon agreement by 2/3 of Residence Owners. The expense of such maintenance shall be borne equally by the Owners.~~

Normal maintenance of the exterior of the residence shall be done according to the residents selection of the following paint and siding options.

Section 1. Paint Colors.

Approved paint colors include the following: Hardie "Coastal Colors" Palette: Autumn Tan, Sandstone Beige, Monterey Taupe, Heathered Moss, Boothbay Blue and Cobblestone; Everlast "ColorHold" Palette Sand Dune, Spanish Moss, Misty Taupe, Evening Blue, Chestnut, Canvas.

Section 2. Siding Selection.

Approved siding options include the following: Hardie Fiber Cement Lap Siding and Everlast Composite Lap Siding.

Section 3. Trim.

Approved Trim include: Hardie "Artic White" or Everlast "Polar White"

In the event of damage or destruction which is confined wholly with the dimensions of one Residence the repair or replacement and exterior painting shall be at the expense of the said Owner. If the damage or destruction of an adjacent Residence is caused by the negligence or willful misconduct of any on Owner, such negligent Owner shall bear the entire cost of exterior repair or replacement and painting.

If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such Residence exterior repaired or replaced and painted and be entitled to a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the exterior repair or replacement and painting cost. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners. The Association shall have the right to file a lien for non-payments of such charges in which event the Owner shall be responsible for attorney's fees and cost.

[END OF TEXT]

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed in its name by its President and attested to by its Secretary, this 15th day of September, 2017.

Witnesses:

Amanda Lynch Elliott
Print Name: Amanda Lynch Elliott

Alodia D. Arnold
Print Name: Alodia D. Arnold

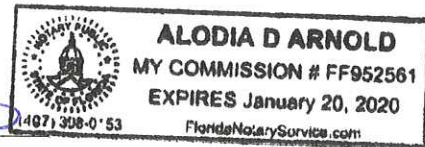
SPINNAKER COVE HOMEOWNERS
ASSOCIATION, INC.
Dusty Rhodes
By: Dusty Rhodes, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of September, 2017, by Dusty Rhodes, President of Spinnaker Cove Homeowners Association, Inc., a Florida Not-for-Profit Corporation.

Alodia D. Arnold
NOTARY PUBLIC

Personally Known
 OR
 Produced Identification
Type of Identification Produced Military ID



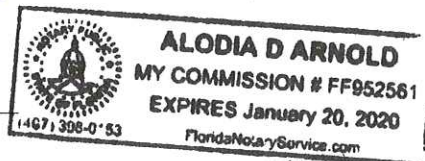
ATTEST: [Signature]
Marcos A. de Moraes, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of September, 2017, by Marcos De Moraes, Secretary of Spinnaker Cove Homeowners Association, Inc., a Florida Not-for-Profit Corporation.

Alodia D. Arnold
NOTARY PUBLIC
Print Name: Alodia D. Arnold

Personally Known
 OR
 Production Identification
Type of Identification Produced PHDL



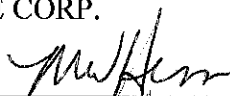
JOINDER OF S-COVE CORP.

S-Cove Corp., as Owner of the following property located in Spinnaker Cove:

Lot 1, Spinnaker Cove
Lot 2, Spinnaker Cove
Lot 3, Spinnaker Cove
Lot 4, Spinnaker Cove
Lot 5, Spinnaker Cove
Lot 6, Spinnaker Cove
Lot 7, Spinnaker Cove
Lot 8, Spinnaker Cove
Lot 11, Spinnaker Cove
Lot 12, Spinnaker Cove
Lot 13, Spinnaker Cove
Lot 14, Spinnaker Cove
Lot 15, Spinnaker Cove
Lot 16, Spinnaker Cove
Lot 17, Spinnaker Cove
Lot 18, Spinnaker Cove
Lot 38, Spinnaker Cove
Lot 39, Spinnaker Cove
Lot 40, Spinnaker Cove
Lot 41, Spinnaker Cove
Lot 42, Spinnaker Cove

a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

S-COVE CORP.

By: 
M W HESS, President

Dated: 7/14/17

Exhibit
"A"

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot #33, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**

Bill White
Printed Name: _____
Date Signed: 6/19/14


Nancy White
Printed Name: Nancy D White
Date Signed: 6/19/14

Printed Name: _____
Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot #19, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: D. C. Rhodes

Date Signed: 6-24-17


Printed Name: Lara Rhodes

Date Signed: 6/24/17

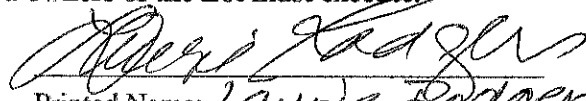
Printed Name: _____

Date Signed: _____


JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 20, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: Laurie Rodgers

Date Signed: 6/19/2017


Printed Name: Patrick Parmlley

Date Signed: 6/19/2017

Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 29, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**



Printed Name: RAYMOND C. CLAY JR

Date Signed: JUN 26, 2017

Printed Name: _____

Date Signed: _____


Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 28, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: KATHY M. JENSEN

Date Signed: 6/26/17

Printed Name: _____

Date Signed: _____

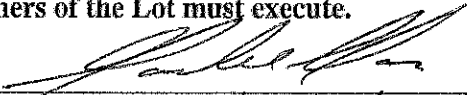
Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 36, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: Carlos A. de Moraes

Date Signed: 6-23-2017

 "
Printed Name: "

Date Signed: "

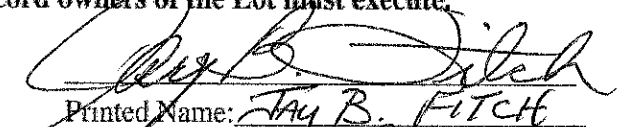
 "
Printed Name: "

Date Signed: "

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 21, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: Jay B. Fitch
Date Signed: 19 June 2017

Printed Name: _____

Date Signed: _____

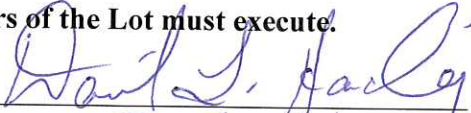
Printed Name: _____

Date Signed: _____

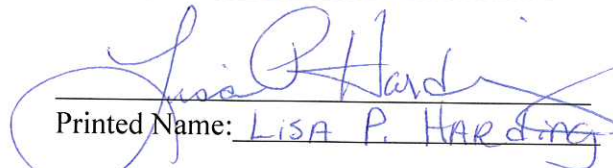
JOINDER OF OWNER

The undersigned, as Owner(s) of Lot # 22, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**


Printed Name: DAVID L. HARDING

Date Signed: 6-22-17


Printed Name: LISA P. HARDING

Date Signed: 6-22-17

Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot #27, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**

Mitch Roberts
Printed Name: Mitch Roberts
Date Signed: 6/26/12

Printed Name: _____

Date Signed: _____

Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot 32, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**

Sharon P. Moore
Printed Name: Sharon P. Moore
Date Signed: 6/19/2017

Printed Name: _____

Date Signed: _____

Printed Name: _____

Date Signed: _____

JOINDER OF OWNER

The undersigned, as Owner(s) of Lot _____, Spinnaker Cove, a Planned Unit Development, a re-subdivision of a portion of Lot 23, Mary Jackson S/D, as recorded in Deed Book O, Page 455 of the Official Records of Escambia County, Florida, being a portion of Juan Donelson Grant, in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, having reviewed a copy of the complete text of the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII, hereby joins in, consents to, and approves of, in writing, the Amendment to Declaration of Covenants, Conditions and Restrictions of Spinnaker Cove To Article VIII.

If Owned by Natural Person(s): **All record owners of the Lot must execute.**

M. W. Hess for S. Cove
Printed Name: M. W. HESS

Date Signed: 7/14/17

Printed Name: _____

Date Signed: _____

Printed Name: _____

Date Signed: _____