



Clayton & McCulloh

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Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

June 6, 2016

Silver Creek of Clay County Homeowners Association, Inc.
c/o Kathy Melton
1008 Park Avenue
Orange Park, FL 32703

Re: *Silver Creek of Clay County Homeowners Association, Inc. – Recorded Amendment*

Dear Ms. Melton:

Enclosed please find the original "CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER CREEK," which was electronically recorded on 06/06/16, in the Public Records of Clay County, Florida, at Official Records Book 3864, at Page 1280. Please retain the enclosed original document with the Association's records.

Additionally, as was previously discussed, pursuant to recent changes to Florida Statute §720.306, within thirty (30) days after the recording of the Amendment, the Association shall provide copies of the Amendment to the members. However, if a copy of the proposed Amendment was provided to the members before they voted on the Amendment, and the proposed Amendment was not changed before the vote (which is what we believe to be the case), the Association, in lieu of providing a copy of the Amendment, may provide notice to the members that the Amendment was adopted, identifying the official records book and page number or instrument number of the recorded Amendment, and that a copy of the Amendment is available at no charge to the member upon written request to the Association.

Should you have any questions, please feel free to contact us.

Sincerely,

CLAYTON & MCCULLOH

Crystal Hansen
Florida Registered Paralegal
Enclosure

Orlando Office:
The Clayton & McCulloh Building
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
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THIS DOCUMENT PREPARED BY
AND RETURN TO:
BRIAN S. HESS, ESQUIRE
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SILVER CREEK**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SILVER CREEK OF CLAY COUNTY HOMEOWNERS ASSOCIATION (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER CREEK, recorded in Official Records Book 2332, Page 0250, of the Public Records of Clay County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER CREEK, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 26th day of May, 2016 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XII, Section 3 of the Declaration, as amended, by the affirmative vote of a majority of the Owners who are voting in person or by proxy. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 26th day of May, 2016.

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)
SANDI A. Smith
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Gina M. Cabral
(Print - Witness 2)

[Signature]
(Sign - Witness 1)
SANDI A. Smith
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Gina M. Cabral
(Print - Witness 2)

SILVER CREEK OF CLAY COUNTY
HOMEOWNERS ASSOCIATION, INC.

By: Barbara Ward
(Sign)
Barbara Ward
(Print)

President, Silver Creek of Clay County
Homeowners Association, Inc.

Attest: [Signature]
(Sign)
Dennis Daughtry
(Print)

Secretary, Silver Creek of Clay County
Homeowners Association, Inc.

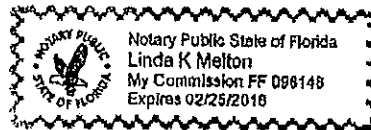
STATE OF FLORIDA
COUNTY OF Clay

The foregoing was acknowledged before me this 26th day of May,
2016, by Barbara Ward, as President, and Dennis Daughtry,
as Secretary, of SILVER CREEK OF CLAY COUNTY HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation, on behalf of the corporation, who are personally known to me
or who have produced _____ as identification.

NOTARY PUBLIC

[Signature] (Sign)
LINDA K. MELTON (Print)

State of Florida, At Large
My Commission Expires:



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SILVER CREEK**

The following amendments are made to Article IV, entitled "*Covenants for Maintenance Assessments*," Article V, entitled "*Architectural Control*," and Article VI, entitled "*Use Restrictions*," of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER CREEK, recorded in Official Records Book 2332, Page 0250, *et. seq.*, of the Public Records of Clay County, Florida (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE IV – COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection and reasonable attorney's fees, and paralegals' fees, regardless whether suit is filed, (including such fees and costs before trial, at trial and on appeal) shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's and paralegals' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. ~~The personal obligation of delinquent assessments shall not pass to any successors in title unless expressly assumed by them.~~

...

Section 9. Subordination of the Lien to Mortgages. The continuing lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage and to no other recorded mortgages or liens which have not already been recorded in the Public Records of Clay County, Florida, prior to the date this Amendment is recorded and becomes effective. The continuing lien of the Association for any assessments is subordinate to such first mortgages or previously recorded mortgages subject to the provisions of Fla. Stat. Section 720.3085, as may be amended, provided said mortgagee properly names the Association in any action to foreclose the subject mortgage. Any monetary obligations, including assessments, not collected as a result of the foreclosure of such a mortgagee as noted above taking title to a Lot following a foreclosure of its first mortgage or previously recorded mortgage or by acceptance of a deed in lieu of foreclosure pursuant to the provisions of Chapter 720, Fla. Stat., as same may be amended, shall be deemed a common expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. The title of any other party taking title to a Lot at the foreclosure sale of such a mortgage or other lien aside from that for unpaid real estate taxes shall be subject to

~~in rem liability for the payment of all monetary obligations due and owing on said Lot at the time of the foreclosure sale or conveyance, including any assessments, as well as those coming due thereafter. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility, nor the Lot from the lien for assessments thereafter falling due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due, upon that Lot unless notice of the assessment lien is filed in the public records of Clay County, Florida, prior to the recording of such mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof, shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon the Owner whose interest was foreclosed for any assessment upon the Owner's Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments, which were extinguished pursuant to the foregoing provision, may be reallocated and assessed against the remaining Lots as a common expense.~~

...

ARTICLE V – ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The Developer, and its successors and assigns, or the board, after formation of the Association, shall appoint as a standing committee an Architectural Review Committee (the "Committee") composed of three (3) or more persons. Members of the committee shall serve at the pleasure of the Board. All applications for purposes of modification of a Residential Unit or Lot shall be charged \$25.00 no fee. Committee members need not be Owners.

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Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

(a) An Owner or other party who desires to place or construct a building, structure, fence, landscaping or other improvement on a Lot or do any grading thereon shall submit two (2) complete sets of building plans, as described below, to the Committee.

(b) The building plans ~~must~~ may include (i) specifications showing the nature, type, shape, height, size, floor plan and exterior color scheme of the proposed development, (ii) drawings describing the location and orientation of the proposed development on the Lot, its approximate square footage, and its front, side and rear elevations, (iii) a list of construction materials for the proposed development, (iv) plans for any grading and landscaping, (v) the proposed parking layout, (vi) plans for handling trash and garbage, and (vii) a construction schedule for the proposed development. Notwithstanding anything contained herein to the contrary, the Committee may also allow any Owner to forego submission of any of the items listed above, to the extent that any

such listed items are deemed by the Committee to be unnecessary to consideration by the Committee of the proposed development or project. The Committee may require the submission of any information that the Committee, in its sole discretion, deems necessary to the formation of an informed judgment of the proposed project.

(c) The Committee shall have the absolute right to refuse to approve any building, fencing, grading or landscaping plans or proposed improvement on any ground or grounds (including purely aesthetic considerations) which the Committee shall, in its sole discretion, deem to be sufficient.

(d) The Committee shall have thirty (30) days after the date on which all plans, specifications and other required information are submitted to approve or disapprove a proposed development, and failure by the Committee to send written notice of approval or disapproval within this time period shall be deemed an approval of the proposed development, subject to the additional fifteen (15) day review period by the Board set forth in Section 2 above.

(e) In the event that a development is approved, construction shall start promptly upon the receipt of a written notice of approval and shall be prosecuted to completion with diligence and in strict conformity with the plans and specifications upon which such approval is based.

(f) In the event that a development is disapproved, the written notice of disapproval shall state, with reasonable detail, the reason(s) for disapproval. If, in the sole opinion of the Committee, any defects in the plans and specifications of the proposed project can be satisfactorily cured, the written notice of disapproval shall also contain the Committee's recommendations for remedying the same.

(g) The Committee or the Developer shall be entitled by appropriate action to stop any construction of, or change, or alteration in, any building, structure, landscaping or other improvement that is begun without first acquiring approval in accordance with the foregoing provisions, and shall be entitled to require that the premises be restored to its original condition at the expense of the Owner of the Lot and the person undertaking such construction, change or alteration, or either of them.

...

ARTICLE VI – USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration:

...

Section 6. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are

located wholly within the rear yard and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, platforms, and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, ~~tool shops and workshops~~, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Developer, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit improvements thereon. All items are subject to the approval of the Board of Directors and Architectural Review Committee. Notwithstanding anything contained herein, no more than one (1) greenhouse or shed of any nature (including hothouses, storage structures, tool shops, workshops, and playhouses) shall be permitted to be located on any Lot. Tool shops and workshops may be located in such a way that they are visible from any street or Lot.

Section 7. Temporary, Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. Notwithstanding anything contained herein to the contrary, a shed may be constructed or installed upon a Lot with the prior approval of the Board of Directors and the Architectural Review Committee, and subject to the following requirements: (a) the square footage of the floor area of such shed shall have a maximum size of 144 square feet; (b) exterior perimeter walls of such shed shall extend no higher than six (6) feet above the foundation of such shed; (c) the height of such shed, as measured at the peak of any roof structure, shall extend no greater than nine (9) feet above the foundation of such shed; and (d) no shed shall be used for the storage or housing of any automobile(s) of any kind at any time. This paragraph shall not however prevent the use by Developer of a temporary construction shed during the period of actual construction of Units upon Lots hereunder, nor the use of adjacent sanitary toilet facilities for workers during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by the Developer.

...

Section 19. Fences. No chain link fence shall be erected upon any portion of the Property. Any wooden fence shall be of pressure treated wood. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (as defined in Article V hereof) as to the harmony of composition, materials, color, design and height in relation to surrounding structures and topography. The Association and Architectural Committee shall require the composition, materials, color, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article V, Sections 2-3 hereof. All fences shall be six (6) feet in height except: (a) the portion of any fence adjacent and parallel to a lake or pond, which shall be no more than four (4) feet in height, with the last eight (8) feet of the six foot high sides connecting to the four

foot high portion being slanted; and (b) the portion of any fence adjacent and parallel to a preserve/conservation area which shall be no more than four (4) feet in height with all adjoining sides connecting to the four (4) foot high portion measuring six (6) feet in height, not slanted. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Developer and used as a real estate sales office, so long as such Lot is used for that purpose.

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