

11/20/2015 2:58 PM  
BOOK 4393 PAGE 1079

J. K. IRBY

Clerk of the Court, Alachua County, Florida

ERECORDED Receipt# 685619

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$0.00

Intang. Tax: \$0.00

Prepared by and return to:  
James H. "Mac" McCarty, Jr., Esq.  
McCarty, Naim & Keeter, P.A.  
2630-A NW 41<sup>st</sup> Street  
Gainesville, FL 32606  
Telephone: 352-240-1226

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## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALNUT CREEK

THIS AMENDMENT is made effective this 12 day of November, 2015, by LEGACY PROPERTY DEVELOPMENT, INC. a Florida Corporation ("Developer"), having an address of 1223 NW 114 Drive, Gainesville, Florida 32606.

### WITNESSETH

WHEREAS, Developer executed the Master Declaration of Covenants, Conditions and Restrictions for Walnut Creek Phase I, as recorded in the Official Records Book 2832, Page 580 of the Official Records of Alachua County, Florida ("Master Declaration") and the Supplemental Declaration of Covenants, Conditions and Restrictions for Walnut Creek, as recorded in the Official Records Book 4373 Page 1723 of the Official Records of Alachua County, Florida ("Supplemental Declaration"); and

WHEREAS, Article X of the Master Declaration provides that the Developer is authorized to amend the Declaration without a vote of the owners.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Amendment and which are defined by the Master Declaration shall have the meanings assigned to them by the Master Declaration.
2. An additional provision shall be added to the end of Article IX, Section 8. This additional provision shall read:

No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description must be parked or stored in a fully enclosed garage of an area completely screened from view from any other Parcel or Common Property. The only exception is during the periods of approved construction on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of

vehicles in The Properties may be promulgated from time to time by the Board of Directors.

3. Article IX, Section 22 shall be amended to read:

No fence shall be erected without prior ARB approval. Fences erected in front of a home or fences that border an alleyway must be 4 feet tall and must be white picket style fences. For all corner lots, any fence that borders a roadway may be either a 4 foot tall white picket style fence or a 6 foot tall shadow box fence that is a color that has been approved by the ARB. Fences may be made of wood or vinyl. All fences must have a gate and by erection of a fence, the Owner erecting the fence consents to the Association's use of that gate to access the Lot, as may be necessary or desirable.

This provision is subject to the variance provision of Article VII, Section 4, however, all fences erected on the property must be either 4 foot tall white picket style fences or 6 foot tall shadow box fences that are a color that has been approved by the ARB.

Subsequent to securing ARB approval and prior to the installation of any fence that encloses a back yard, the Owner desiring to install a fence must secure the written approval of any neighbor(s) whose Lot(s) borders that Owner's Lot.

Any Owner who installs a fence is responsible for the maintenance, repair, replacement and removal of that fence.

4. An additional Section shall be added to Article IX and that Section shall read:

26. Clothes Lines. No clothes lines or clothes line screening may be erected or installed without prior ARB approval. All clothes lines must be in the back yard of a Residential Unit and must not be visible from any street or alley. Clothes lines may be screened from the street or alley by fencing or landscaping that has been approved by the ARB.

5. An additional Section shall be added to Article XIV and that Section shall read:

Section 3. Board of Directors Fining Authority.

- a. Fine Amounts. The association may levy reasonable fines of up to \$100 per violation against any Owner or any Owner's tenant, guest, or invitee for the failure of the Owner or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate.
- b. Suspension Due to Covenant Violation. The Board may suspend, for a reasonable period of time, the right of an Owner or an Owner's tenant, guest, or invitee, to use common areas and facilities for the failure of the Owner or the Owner's tenant, licensee, or invitee to comply with any provision of the declaration, the

association bylaws, or reasonable rules of the Association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the Residential Unit. A suspension may not impair the right of an Owner or tenant to have vehicular and pedestrian ingress to and egress from the Residential Unit, including, but not limited to, the right to park.

- c. Suspension of Due to Non-Payment. If an Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Board may suspend the rights of the Owner, or the Owner's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the Residential Unit. Suspension does not impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the Residential Unit, including, but not limited to, the right to park. The notice and hearing requirements under subsection (e) do not apply to a suspension imposed under this subsection. Suspension of a Lot's or Owner's use rights under this subsection must be approved at a properly noticed board meeting.
  - d. Suspension of Voting Rights. The Board may suspend the voting rights of a Lot or Owner for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent. The notice and hearing requirements under subsection (e) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Association. Suspension of a Lot's or Owner's voting rights must be approved at a properly noticed board meeting.
  - e. Notice and Opportunity for Hearing. A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and the Owner, if the Owner is not the person sought to be fined or suspended. Written notice shall be delivered by mail or hand delivery. The person sought to be fined or suspended shall, upon request, have an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Board of Directors, after using diligent efforts, cannot locate at least three (3) Members willing to be members of the Covenant Committee, then the Board may levy fines without a Covenant Committee. Fines levied by the Board of Directors shall be governed by this Section 3.
6. This Amendment shall become effective upon recording in the Public Records of Alachua County, Florida. The Master Declaration and Supplemental Declaration remain in full force and effect as of the date first recorded, except as specifically amended by this Amendment.

IN WITNESS WHEREOF, the Declarant caused this Amendment to be duly executed on the date first written above.

Signed, sealed and delivered  
in the presence of:

**LEGACY PROPERTY DEVELOPMENT, INC.**  
A Florida Corporation

Bailea Gnann

Print name: Bailea Gnann

By: [Signature]

Name: George Fletcher  
Its: President

Amy Gnann

Print name: Amy Gnann

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12 day of November, 2015,  
by **GEORGE FLETCHER** as **President of LEGACY PROPERTY DEVELOPMENT, INC.**  
a **Florida Corporation**, who is personally known to me or who produced  
as identification.

[Notary Seal]

Amy Gnann

Notary Public

Name, Commission Number, and Expiration Date together with affixed Seal.

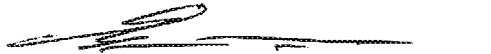


**AMY GNANN**  
MY COMMISSION # FF 227567  
EXPIRES: May 5, 2019  
Bonded Thru Budget Notary Services

**JOINDER AND CONSENT**

**GEORGE FLETCHER** individually and as the personal representative of the **ESTATE OF GLORIA FLETCHER** (collectively, the "Lender"), whose post office address is 1223 NW 114<sup>th</sup> Drive, Gainesville, Florida 32606 are the holders and owners of a mortgage executed by Legacy Property Development, Inc. Such mortgage is recorded in the Official Records of Alachua County, Florida in Official Records Book 2832, Page 1303 (the "Mortgage"). The Mortgage encumbers that certain property which is governed by the Declaration of Covenants, Conditions and Restrictions for Walnut Creek.

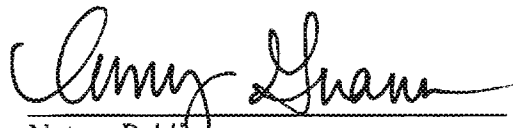
For ten dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Lender, for the benefit of the Lender, hereby joins in, consents to and subordinates the lien of the Mortgage, as it currently exists and as it may be modified, amended and assigned from time to time, to this Amendment to the Declaration of Covenants, Conditions and Restrictions for Walnut Creek with the intent that the Mortgage shall be subject to and subordinate to this Amendment to the Declaration of Covenants, Conditions and Restrictions for Walnut Creek, the Supplemental Declaration of Covenants, Conditions and Restrictions for Walnut Creek, as recorded in the Official Records Book 4373, Page 1723 of the Official Records of Alachua County, Florida and the Master Declaration of Covenants, Conditions and Restrictions for Walnut Creek Phase I, as recorded in the Official Records Book 2832, Page 580 of the Official Records of Alachua County, Florida.

  
**GEORGE E. FLETCHER, individually and as  
personal representative for the Estate of  
Gloria W. Fletcher**

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2015,  
by **GEORGE FLETCHER**, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

[Notary Seal]

  
Notary Public

Name, Commission Number, and Expiration Date together with affixed Seal.



**AMY GMANN**  
MY COMMISSION # FF 227567  
EXPIRES: May 5, 2019  
Bonded Thru Budget Notary Services