

**Third Amendment To**  
**Declaration of Restrictive Covenants**  
**Of The Flagler Beach Polo Club Subdivision**

**THIS THIRD AMENDMENT** to the Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision made this 9<sup>th</sup> day of Jan, 2011 by The Flagler Beach Polo Club Homeowners Association, hereinafter called the "Association".

**WITNESSETH:**

**WHEREAS**, the property and parcels within the development are subject to certain uniform covenants and easements heretofore made by Lighthouse Development Group, Inc. as contained in that certain Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision, as recorded April 20<sup>th</sup>, 2004 in Flagler County Record, Book 1069, Page 1816, continuing for a total of 23 pages, Public Records of Flagler County, Florida; and as amended by First Amendment to Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision recorded in Flagler County Record Book 1207, Page 533, continuing for a total of 3 pages, Public Records of Flagler County, Florida; and as amended by Second Amendment to Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision recorded in Flagler County Record Book 1622, Page 715, continuing for a total of 3 pages, Public Records of Flagler County, Florida; and

**WHEREAS**, the Association is the duly empowered Homeowners Association pursuant to Sections 720.301-720.312, Florida Statutes and has authority to amend the recorded covenants of certain lands, in Flagler County, Florida, more particularly described as follows:

Flagler Beach Polo Club Subdivision, Lots 5-19 and 24-40, Map Book 34, Page 37

**WHEREAS**, in accordance with Section EE, Item 1 of the declaration entitled Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision, and other applicable provisions of the Declaration, the Association now wishes to amend the Declaration as set forth herein.

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration, the Declaration is hereby amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a part hereof. All initially capitalized terms used herein shall have the same meaning as set forth in the Declaration.

2. **Amendments.** The Declaration is amended as follows:

Section B. Home Owners Association Duties and Powers is hereby amended to read as follows:

5(c) To fix and collect assessments to be used for the maintenance and care of the wetlands and the wetland/upland buffer area within the development including, but not limited to, preserving the wetlands and the wetland/upland buffer area in their existing state and preventing any use of wetlands and wetland/upland buffer area that will impair or interfere with their environmental value.

7. The Home Owners Association shall be responsible for the maintenance and care of the wetlands and the wetland/upland buffer area within the development. Maintenance and care of the wetlands shall mean the exercise of practices that allow natural water areas of the Development to provide drainage, water storage, and wildlife habitat. Any alteration of the wetlands or the wetland/buffer area shall be permitted or if no permit is required approved in writing by the St. Johns River Water Management District or the Florida Department of Environmental Protection as consistent with Section 704.06, Florida Statutes and the provisions of these Declaration of Restrictive Covenants relating to the wetlands and their wetland/upland buffer area.

Section F. Building Setbacks – Is amended to read as follows:

Wetland Buffers – 25 feet – All waterfront setbacks shall be measured from the Wetland Jurisdictional Line of the nearest adjacent waterway but no structure shall encroach the Wetland Buffer which is the same as the Upland Buffer, except bulkheads, rip rap, docks, driveways, and viewing platforms, as otherwise set out herein.

Last Paragraph: No alteration of any Buffer shall be authorized without prior written authorization from the Home Owners Association. The Home Owners Association may not authorize any activity in the Wetland/Upland Buffer area that is prohibited by Section 704.06, Florida Statutes. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Lot Owner(s) of the Lot(s) upon which the Buffer is located.

N. Protected Buffers is amended to read

This subdivision has protected buffers, as depicted on the Plat, both natural and man made. Use of these buffers is controlled by the Home Owners Association. All work in or around these buffers must be approved in writing by the Home Owners Association and may require additional permitting from the Florida Department of Environment Protection, St Johns River Water Management Department, or local regulatory authorities. Areas under conservation easement are wetlands and their wetland/upland buffer area as depicted on the plat in Map Book 34 Pages 37 through 40 and no activity that is prohibited by Section 704.06, Florida Statutes, may take place in the conservation easement except for the structures stated in "Wetland Buffers- 25 Feet".



O. Easements – Is amended to include the following as an addition to this section.

Areas under conservation easement are wetlands and their wetland/upland buffer area as depicted on the plat in Map Book 34 Pages 37 through 40 and no activity that is prohibited by Section 704.06, Florida Statutes, may take place in the conservation easement except for the structures stated in “Wetland Buffers- 25 Feet”.

Q. Wetlands – 1st Paragraph Is amended to read:

Wetlands mean the natural water areas of the Development surveyed and set out as a jurisdictional wetland. It is the intention of the Developer to grant by these Declaration of Restrictive Covenants a conservation easement to Flagler County and the St. Johns River Water Management District as provided by Section 704.06, Florida Statutes over all the designated wetlands and their wetland/upland buffer area within the Development as depicted on the plat in Book 34 Pages 37 through 40.

Q. Wetlands – 2<sup>nd</sup> Paragraph is amended to read:

The Home Owners Association shall be responsible for the maintenance and care of the wetlands system and the wetland/upland buffer area.

Q. Wetlands – 3<sup>rd</sup> Paragraph is amended to read.

Any amendment to the provisions of the Declaration of Restrictive Covenants that relate to wetland and their wetland/upland buffer area shall be null and void unless the amendment is approved in writing by the St. Johns River Water Management District.

Q. Wetlands – 4<sup>th</sup> Paragraph is amended to read

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system and which relate to the wetlands and their wetland/upland buffer area.

CC. Violations and Enforcement – Paragraph 5 is amended to read

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system and which relate to the wetlands and their wetland/upland buffer area.

EE. Amendment – Paragraph 5 is amended to read.

Any amendment to the provisions of the Declaration of Restrictive Covenants that relate to wetland and their wetland/upland buffer area shall be null and void unless the amendment is approved in writing by the St. Johns River Water Management District.

IN WITNESS WHEREOF, this said Declarant has hereunto set its hand and seal this 9<sup>th</sup> day of January, 2011<sup>2</sup>

Signed, sealed and delivered in the presence of:

Amy Baker

Witness

Chick LaReme

Witness

Flagler Beach Polo Club Homeowners Association

By: Paul Mucciolo

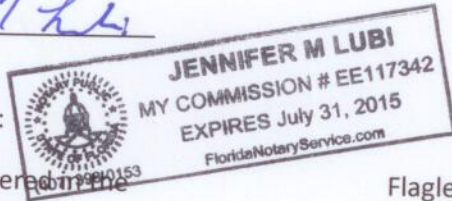
Paul Mucciolo, President

State of Florida,  
County of Flagler

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of January, 2011<sup>2</sup>, by Paul Mucciolo, a director of the Flagler Beach Polo Club Homeowners Association, who is personally know to me or who has produced drivers license as identification and who did (did not) take an oath.

Jennifer M Lubi

NOTARY PUBLIC



My Commission Expires:

Signed, sealed and delivered in the presence of:

Amy Baker

Witness

Chick LaReme

Witness

Flagler Beach Polo Club Homeowners Association

By: Shawn McGee

Shawn McGee, Vice President

State of Florida,  
County of Flagler

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of January, 2011<sup>2</sup>, by Shawn McGee, a director of the Flagler Beach Polo Club Homeowners Association, who is personally know to me or who has produced drivers license as identification and who did (did not) take an oath.

Jennifer M Lubi

NOTARY PUBLIC



My Commission Expires:



Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

Flagler Beach Polo Club Homeowners Association

By: [Signature]  
Robert Harrison, Secretary/Treasurer

State of Florida,  
County of Flagler

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of January, 2011, by Robert Harrison, a director of the Flagler Beach Polo Club Homeowners Association, who is personally know to me or who has produced drivers license as identification and who did (did not) take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

Flagler Beach Polo Club Homeowners Association

By: [Signature]  
Jed Gardner, Director

State of Florida,  
County of Flagler

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of January, 2011, by Jed Gardner, a director of the Flagler Beach Polo Club Homeowners Association, who is personally know to me or who has produced drivers license as identification and who did (did not) take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



Signed, sealed and delivered in the presence of:

Flagler Beach Polo Club Homeowners Association

[Signature]  
Witness

By: [Signature]  
Joseph Nagle, Director

[Signature]  
Witness

State of Florida,  
County of Flagler

THE FOREGOING instrument was acknowledged before me this 9th day of January, 2011, by Joseph Nagel, a director of the Flagler Beach Polo Club Homeowners Association, who is personally know to me or who has produced drivers license as identification and who did (did not) take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

