

PREPARED BY AND RETURN TO:

Fred Elefant, Esq.  
Post Office Box 5727  
Jacksonville, FL 32247-5727

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
STERLING RIDGE, UNITS ONE AND TWO**

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Sterling Ridge, Units One and Two ("Covenants") is made on the day hereinafter set forth by Sterling Ridge Owners Association, Inc., a Florida corporation not-for-profit ("Association").

**WITNESSETH:**

WHEREAS, Association is the homeowners' association for Sterling Ridge pursuant to the Covenants which are recorded in O.R. Book 6782, page 1801 et seq., public records of Duval County, Florida; and

WHEREAS, the Covenants provide that the Association may amend the Covenants on a vote of not less than sixty-six percent (66%) of the lot owners in the Association.

WHEREAS, a meeting of the members of the Association was held on October 24, 2016, at which a quorum was present, and more than sixty-six percent (66%) of the total votes in the Association approved the following amendments to the Covenants.

NOW, THEREFORE, the Association hereby amends the Covenants, with deletions shown by interlineation and additions shown in bold face type and underlined.

1. Article V, paragraph 16 is hereby amended as follows:

16. Fences. All fences shall be constructed of natural wood or of such other materials as may be approved in advance by the Architectural Control Committee. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance or constructed of, as provided herein, an appropriate material. Picket fences and lattice type fences will not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

2. Article V, paragraph 34 is hereby amended as follows:

34. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within Sterling Ridge or owns or has a contractual right to purchase adjoining lands which are to be developed into additional phases of Sterling Ridge; and b) to amend these covenants and restrictions if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned S.J.R.W.M.D. permit; and c) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion deem such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% a majority of the lot owners at a duly called meeting voting in favor of the proposed amendment, EXCEPT that the covenants herein contained pertaining to the required maintaining of an owners association and the maintenance or other permit conditions required by the St. Johns River Water Management District permit may not be amended.

3. The Covenants shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that

this Amendment has been duly adopted pursuant to the requirement of the Covenants.

STERLING RIDGE OWNERS ASSOCIATION, INC.

ATTEST:

By: Fernando J. Castaneda  
Print Name: Fernando J. Castaneda  
Title: Secretary

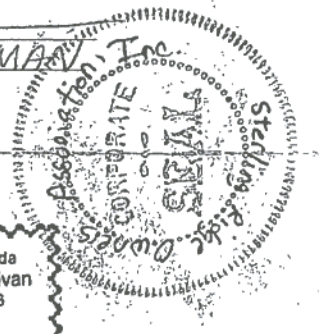
By: Cindy P. Sobelman  
Print Name: CINDY P. SOBELMAN  
Title: President

WITNESSES:-

Gay D. West  
Print Name: GAY D. WEST

Melba N. Wagstaff  
Print Name: MELBA N. WAGSTAFF

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 24<sup>th</sup> day of January, 2017, by Cindy P. Sobelman, as President of STERLING RIDGE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is:  personally known to me; or  has produced \_\_\_\_\_ as identification; and who:  did  did not take an oath.

Lisa M. Carmichael-Sullivan  
Print Name: Lisa M. Carmichael-Sullivan  
Notary Public, State of Florida at Large  
My commission expires:

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 24<sup>th</sup> day of January, 2017, by Fernando J. Castaneda, as Secretary of STERLING RIDGE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is:  personally known to me; or  has produced \_\_\_\_\_ as identification; and who:  did  did not take an oath.



Lisa M. Carmichael-Sullivan  
Print Name: Lisa M. Carmichael-Sullivan  
Notary Public, State of Florida at Large  
My commission expires: