

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1703044 OR BOOK 1208 PAGE 0420
Recorded: 03-09-99 08:54 A.M.

This Instrument Prepared By
and Return to:
Harold G. Melville
MELVILLE & SOWERBY, P.A.
2490 South 23rd Street
Fort Pierce, Florida 34981
Courthouse Box #63

[Space Above This Line For Recording Date]

**FIRST AMENDMENT TO DISTRICT DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CALLAWAY PLACE**

**THIS FIRST AMENDMENT TO DISTRICT DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CALLAWAY PLACE** is made and entered into
this 22nd day of February, 1999, by **CALLAWAY PLACE ASSOCIATION, INC.**

("ASSOCIATION"), a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, Association is the Residential Association for the Callaway Place
District within The Reserve Development of Regional Impact; and

WHEREAS, the Subdivision Plat for Callaway Place was recorded in Plat Book 26,
Page 4, of the public records of St. Lucie County; and

WHEREAS, the District Declaration of Covenants, Conditions and Restrictions for
Callaway Place ("Declaration") was recorded in Official Records Book 627 at page 2580 et
seq. of the public records of St. Lucie County, Florida; and

WHEREAS, the Declaration was executed on or about March 14, 1989 by Callaway
Land & Cattle Co., Inc., the original Declarant; and

[Space Above This Line For Recording Data]

WHEREAS, Residential Association Turnover has previously taken place and Association is now the party given authority to modify the Declaration; and

WHEREAS, this First Amendment to the Declaration has already been approved by more than fifty-one percent (51%) of the owners holding voting interests in the membership of the Association; and

WHEREAS, this First Amendment to the Declaration has already been approved and ratified by a majority of the Board of Directors of the Association;

NOW, THEREFORE, Association does hereby amend the Declaration as follows:

1. The following language is hereby added to Article X of the Declaration entitled "ARCHITECTURAL CONTROLS".

All building, site and landscape plans must be submitted to and approved by the Association in addition to being submitted to and approved by the New Construction Committee of the Master Association. In addition to any requirements imposed by the New Construction Committee of the Master Association, the following additional requirements and limitations shall be imposed upon any new construction within Callaway Place;

(1) To protect the property values within Callaway Place and to maintain a harmonious and compatible architectural style of construction within Callaway Place, only certain types

[Space Above This Line For Recording Data]

of buildings may be constructed. The types of buildings which will be allowed within Callaway Place are all single family residential buildings and each new building must be either one of the existing models within Callaway Place or one of the three Eckelstone models, which Eckelstone models are: the LaCosta; the Congressional and the Inverarry. With regard to the existing Augusta model, there must be 15 square feet added to the floor plan and the garage must be extended to accommodate golf cart parking with a separate overhead door for the golf cart. With regard to the Eckelstone Inverarry model, this unit must be expanded by 90 square feet to meet the square footage minimum requirements.

(2) Exterior materials used in the construction of new homes must be of a like kind and quality as those used in currently existing homes.

(3) The minimum air conditioned square footage of any new home must be not less than 2,350 square feet.

(4) A two car garage with a separate parking area and overhead door for a golf cart must be incorporated into each new home.

[Space Above This Line For Recording Data]

(5) The minimum frontal set back for each new home must be not less than 35 feet.

(6) An outside lamp post with photo-cell is to be wired directly to each new home on a separate circuit without any switch other than the normal circuit breaker in the house electrical panel.

(7) Only four (4) approved colors with white trim may be used for exterior paint. These four (4) approved colors and color samples are available from the Association.

(8) The minimum expenditure on landscaping for each new home, excluding sod and irrigation system, is to be \$9,500.

(9) No fences are allowed.

(10) With regard to building lots that back up to Reserve Boulevard, the Association may, in its sole discretion and option, consider alternative building plans and styles provided that any modifications or exceptions to the existing models or the three (3) Eckelstone approved models must be harmonious and compatible with the existing homes within Callaway Place.

2. Article XI, Section 1(U) as it currently exists in the Declaration is hereby deleted in its entirety and the following language is hereby inserted in its place:

[Space Above This Line For Recording Data]

U. Leasing: Homes in Callaway Place shall be used only as single family residential dwellings, primarily for the home owners private use. A residence may be leased subject to the following conditions and such other conditions as the Association may deem necessary in the future: (a) A home in Callaway Place may be leased no more than one (1) time in any calendar year and for a period of not less than six (6) months, except where the Board shall approve otherwise. The term "one (1) time in any calendar year" shall mean that only one lease on a unit shall commence in any calendar year. (B) All leases of a residence in Callaway Place shall contain a clause which states that the owner has provided the tenant with a copy of the Declaration, any Amendments to the Declaration and rules and regulations as may be adopted by the Association and said clause shall further provide that the tenant agrees to abide by the Declaration as amended and the adopted (and amended) rules and regulations for Callaway Place. (C) The Lessor/owner shall be responsible for any and all actions of or damages caused by his Lessee or their guests, and the owner

[Space Above This Line For Recording Data]

shall indemnify and hold the Association and any other unit owners harmless from any and all expenses, damages, claims and liabilities arising from or related to the leasing of his residence. (D) Any owner who leases his residence shall provide to the Association a completed questionnaire regarding the tenants and providing such information as the Association may reasonably request. The form of questionnaire may be obtained from the Association upon request. (E) Notification of lease, terms of lease and the questionnaire must be given to the Association ten (10) days prior to occupancy. (F) The tenant shall not sublease the residence or any portion thereof at any time.

3. With the exception of the foregoing First Amendments, the entire balance of the Declaration shall remain unchanged and in full force and effect.

4. This First Amendment to the Declaration shall become effective upon its recordation in the public records of St. Lucie County, Florida.

[Space Above This Line For Recording Data]

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Ronald F. Derle
(Signature of Witness)
DONALD F. DERLE
(Print Name of Witness)

Barbara Howland
(Signature of Witness)
Barbara Howland
(Print Name of Witness)

CALLAWAY PLACE ASSOCIATION, INC., a Florida not-for-profit corporation

James Fawcett, Pres.
(Signature)
JAMES FAWCETT 2/22/99
(Print Name & Title)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 22nd day of February 1999, by JAMES FAWCETT, as PRESIDENT, of Callaway Place Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known or [] produced _____ as identification.

(SEAL)

Sheila Frances Schneider
NOTARY PUBLIC, State of Florida

My commission expires: July 11, 1999



SHEILA FRANCES SCHNEIDER
MY COMMISSION # CC47982 EXPIRES
July 11, 1999
BONDED THRU TROY FARM INSURANCE, INC.