

This instrument prepared by
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**FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CHANNELSIDE TOWNHOMES**

THIS FIRST AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CHANNELSIDE TOWNHOMES ("Amendment") is made this 29th day of March 2017, by SH DESIGN, LLC, a Florida limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration of Covenants, Restrictions and Easements for CHANNELSIDE TOWNHOMES in Official Records Book 16848, Page 2251 et seq., of the current public records of Duval County, Florida (together with any amendments made thereto, the "Declaration"), on the lands described therein;

WHEREAS, pursuant to Article I, Section 1.1 (o) of the Declaration provides for the assignment of Developer rights to a subsequent party;

WHEREAS, SALTMARSH I, LLC, a Florida limited liability, assigned to SH DESIGN, LLC, a Florida limited liability company all rights of Developer in connection with the Property consistent with Article I, Section 1.1 (o) of the Declaration, which is recorded in Official Records Book 17815, Page 715 et seq., of the current public records of Duval County, Florida;

WHEREAS, pursuant to Section 12.8 of the Declaration, the Developer may be amended the Declaration without the consent or joinder of any party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends the Declaration as follows (additions are underlined, deletions are ~~stricken~~):

Article VIII, Section 8.1(h) is hereby amended as follows:

(h) Pets, Livestock and Poultry. No animals, livestock or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept within a Dwelling Unit, subject to the rules and regulations governing their keeping adopted by the Board of Directors. In no

event shall the number of pets exceed two (2) for any Lot. No permitted pet may be kept, bred or maintained for any commercial purpose. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board of Directors. No dogs or other pets shall be permitted to have excretions on the Committed Property, except in locations designated by the Association.

Owners are ultimately responsible for all actions of their Tenants, Occupants, and Guests who might have an animal of any kind on the premises. All pet owners MUST clean up any pet feces immediately and dispose of them in the proper way. A violation carries an immediate \$100 fine per occurrence. Dogs must be on a leash and cats must be controlled outdoors at all times. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

All animals (dogs, cats, etc.) that require licensing and current vaccinations by the City or County must have them current while residing on the property in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. The Association further reserves the right, but no obligation, to demand that an Owner permanently remove from property all pets which create disturbances or annoyances that constitute nuisances in the sole discretion of the Board of Directors. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

Except as provided herein and under the rules and regulations promulgated by the Association from time to time, an Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, Chow, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of anyone (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the

animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed, and delivered
in the presence of:

"DEVELOPER"

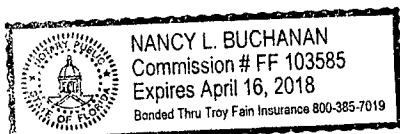
SH DESIGN, LLC a Florida limited liability
company

Attest: [Signature]
Hunter Faulkner
Attest: [Signature]
Pat Logan

By: [Signature]
Print Name: Joshua Spalten
Its: Managing Partner

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing Amendment was sworn to, subscribed and acknowledged before me this 29th day of March, 2017, by JOSHUA SPALTEN, as Manager of SH DESIGN, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or has produced as identification and did take an oath.



[Signature]
Notary Public, State of Florida
Printed Name:
My commission expires: