

Prepared by, record and return to:  
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**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
CHANNELSIDE TOWNHOMES**

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR CHANNELSIDE TOWNHOMES**  
("Amendment") is made this 26<sup>th</sup> day of January, 2018, by SH DESIGN, LLC a Florida limited liability company ("Developer").

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Channelside Townhomes, dated January 15, 2014, are recorded in Official Records Book 16848 Page 2251, et seq., of the current public records of Duval County, Florida, and amended by that certain First Amendment dated March 29, 2017, and recorded in Official Records Book 17932 Page 1064, et seq., of the current public records of Duval County, Florida, and amended by that certain Second Amendment dated April 15, 2017, and recorded in Official Records Book 17957 Page 1053, et seq., of the current public records of Duval County, Florida, and amended by that certain Third Amendment dated January 23, 2018, and recorded in Official Records Book 18263 Page 768 (together referred to as the "Declaration").

WHEREAS, pursuant to Article IV, Section 4.5 (ii) of the Declaration, the maintenance of all docks shall remain the responsibility of the Association;

WHEREAS, pursuant to Article IV, Section 4.7 of the Declaration, the Association may provide maintenance upon any lot or limited common area requiring same when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property.

WHEREAS, SH Design, LLC, a Florida limited liability company, is the successor to the original Developer, SALTMARSH I, LLC, a Florida limited liability company, as identified in Article I, Section 1.1(o) of the Declaration by and through certain Assignment of Developer Rights recorded in Official Records Book 17815 Page 715, et seq., of the current Public Records of Duval County, Florida;

WHEREAS, Article XII, Section 12.8(b) of the Declaration provides that said Declaration may be amended by the Developer in such a manner as the Developer deems necessary and convenient without the consent and joinder of any party.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Developer hereby amends the Declaration as follow (additions are underlined, deletions are ~~stricken~~):

Section 4.5(ii) is hereby amended to read as follows:

(ii) Docks/Use and Maintenance: At the option of the Association, each dock shall be separately metered for electricity and the charges for such electric, if separately metered, shall be paid by the licensee of that dock; however, in order to ensure uniformity of appearance and consistency of maintenance of the docks, the maintenance of all docks shall remain the responsibility of the Association except the dock for that the owner of Unit 29, with address 2650 Beach Boulevard, Jacksonville Beach, FL 32250, who shall be wholly responsible for any and all maintenance repairs, and replacements for the dock assigned to Unit 29. This responsibility for maintenance repairs, and replacements shall pass to any subsequent owner of the Unit including successors, heirs, and assigns. In addition, the docks shown on the Dock Site Plan shall be subject, at all times, to the rules and regulations that may be promulgated by the Declarant and/or the Association from time to time ("Rules and Regulations"), as well as laws, ordinances, rules and regulations of applicable government entities having jurisdiction.

Section 4.7 is hereby amended to read as follows:

**Section 4.7 Exterior Maintenance Easement.** The Association may provide maintenance upon any lot or limited common area requiring same when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Each affected owner shall have five (\*5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

The costs of any maintenance undertaken by the Association shall be assessed against each Lot upon which such maintenance is performed or, in the opinion of the Board, benefitting from same. Exterior maintenance assessments shall be considered a part of the annual or special assessments imposed upon the Lot. Any exterior maintenance assessment shall be a lien upon each lot assessed and the personal obligation of the owner of each such lot and shall become due and payable in all respects, together with interest, attorney's fees, and costs of collection, and shall be subordinate to mortgage liens.

For the purposes of this Section and in accordance with the language herein, access to the western exterior wall of Unit 29, with address 2650 Beach Boulevard, Jacksonville Beach, FL 32250, shall not be restricted by fence or otherwise by owner of same, any subsequent owner of the Unit including successors, heirs, and assigns, so as to allow for maintenance to the individual HVAC units located on the exterior of the Unit.

For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to owner, to enter upon any lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any

time with only such notice as under the circumstances as practically affordable.

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:

Pat Logan  
Colleen R. Austin

**SH DESIGN, LLC**  
(Developer)  
a Florida limited liability company

By: Joshua Spalten  
Its Managing Partner

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2018  
by Joshua Spalten, as Managing Partner of SH DESIGN, LLC, a Florida limited liability company,  
on behalf of the company, ☒ who is personally known to me or ☐ who has produced a driver's  
license as identification and who did/did not take an oath.

Pat Logan **Pat Logan**  
Notary Public, State and County aforesaid

