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FEB 09 2018

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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
HAIDEN OAKS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS HAIDEN OAKS** ("Amendment") is made this 8<sup>th</sup>  
day of February 2018, by HAIDEN OAKS HOMEOWNERS ASSOCIATION, INC.  
("Association"), and VINTAGE ESTATES HOMES, LLC, a Florida limited liability company.

**WITNESSETH:**

WHEREAS, Developer recorded that certain Declaration of Covenants, Conditions and Restrictions Haiden Oaks ("Declaration") on August 2, 2016, in Official Records Book 17656, Page 2161 et seq., of the current public records of Duval County, Florida, amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 17942, Page 328, of the current public records of Duval County, Florida (together with any amendments made thereto, the "Declaration").

WHEREAS, pursuant to Article VII, Section 7.3 of the Declaration, the Declaration may be amended by Owners of not less than two-thirds (2/3) of the Lots shown on the recorded Plat:

WHEREAS, the Owners desire to amend the Declaration;

WHEREAS, Vintage Estate Homes, LLC, a Florida limited liability company, is the fee simple owner of not less than two-thirds (2/3) of the Lots shown on the recorded Plat

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

1. Article V, Section 5.3 is amended as follows is amended as follows (additions are underlined, deletions are ~~stricken~~):

**5.3 Fences. No fencing shall be commenced without prior approval by the Architectural Review Committee.** All fencing shall be at least fifty (50) feet away from the dedicated right-of-way along the front Lot. In the case of a corner Lot, no fencing shall be closer to the side street than the rear corner of the structure closest to the side street. No fence which exceeds six (6) feet in height can be erected on any Lot. Fencing shall be constructed of white vinyl tongue & groove or one half (1/2) inch cypress #1 board and shall be installed with the finished side of fence material facing the outside.

All posts and railings shall be on the interior of the fence and shall not be visible from the outside of the fence. All fences constructed of cypress #1 board shall only be stained with such stain as may be approved, in writing, by Developer or any existing architectural review committee. Commencing two (2) years after the installation of a cypress #1 board fence, each owner thereof shall re-stain any fence located upon such Owner's Lot every other year in order to properly maintain the integrity and appearance of such fence.

As to Lots which border or include a portion of any Stormwater Retention Ponds (as hereinafter defined), no fence shall be erected closer to the Stormwater Retention Ponds than ten (10) feet from the "top of bank" as designated on the recorded Plat of the Property. Any such fence shall not exceed four (4) feet in height along said "top of bank" boundary or any side boundary of the Lot so as not to obstruct any views of such water from any other Lot. Such fences on Lots bordering a Stormwater Retention Pond shall be constructed of pickets along the rear yard of the Lot (in the location specified above) with spacing between pickets as permitted by the Associations' rules and regulations. The side and front yard portions of the fence on such a Lot bordering a Stormwater Retention Pond shall be constructed of white vinyl tongue & groove or dog eared stockade boards of no higher than (4) feet rather than the (4) foot high pickets required along the rear yards of such Lots. Fences on all other Lots which do not border a Stormwater Retention Pond may be constructed in a dog eared stockade fashion no higher than six (6) feet high; provided, however, no fence may be constructed within any designated Conservation Easement or within any designated "buffer" or "wetland buffer" as depicted on the Plat.

In the event fencing is to be used to enclose a swimming pool, the Lot Owner is responsible to verify local code requirements for swimming pool fencing.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

[Signatures appear on following page(s)]

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:

HAIDEN OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for profit

Attest: Chris Wiley  
Chris Wiley

By: [Signature]  
Print Name: Steve Hogg

Attest: Jacinda [Signature]  
Jacinda [Signature]

Its: Director

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing Amendment was sworn to, subscribed and acknowledged before me this 8<sup>th</sup> day of February, 2018, by Steve Hogg, as Director of HAIDEN OAKS HOMEOWNERS ASSOCIATION, INC., who  is personally known to me or        has produced        as identification and did take an oath.

E Powell  
Notary Public, State of Florida  
Printed Name: E Powell  
My commission expires: March 10, 2019



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:

VINTAGE ESTATE HOMES, LLC, a Florida limited liability company

Attest: Chris Wiley

Chris Wiley

Attest: Jacinda Jesse  
Jacinda Jesse

By: Mercedes Premier Homes, LLC, a Florida limited liability company, its Manager

By: [Signature]

Print Name: Steve Hogg

Its: Division President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing Amendment was sworn to, subscribed and acknowledged before me this 8th day of February, 2018, by Steve Hogg, as Division President of Mercedes Premier Homes, LLC, a Florida limited liability company, as Manager of Vintage Estate Homes, LLC, a Florida limited liability company, who  is personally known to me or        has produced        as identification and did take an oath.

E Powell

Notary Public, State of Florida

Printed Name: E Powell

My commission expires: March 10, 2019

