

This instrument prepared by:  
Richard M. Colbert, Esq.  
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STATE OF FLORIDA

COUNTY OF OKALOOSA

**FIRST ADMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTICTIONS AND EASEMENTS FOR  
CARONDOLET TOWNE HOMES**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Carondolet Towne Homes is made as of the date set forth below by Carondolet Towne Home Owner's Association, Inc., a Florida not for profit corporation (the "Association") for the following uses and purposes;

RECITALS:

- A. The Association is the homeowner's association for Carondolet Towne Homes pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Carondolet Towne Homes dated February 22, 2006, recorded in Official Records Book 2689, Page, 2120 Public Records of Okaloosa County, Florida (the "Declaration").
- B. The Members of the Association, in accordance with the Declaration, and the Articles and Bylaws of the Association, have elected to amend the Declaration as hereinafter set forth.

**NOW, THEREFORE**, in consideration of premises, the Association hereby amends the Declaration as follows:

1. Property Rights and Restrictions. Article VII of the Declaration is amended to add the following:

Section 17. Satellite Dishes. Television satellite dishes shall only be located in the rear yard, or side yard for end Units, and are expressly prohibited from being located in the front yard of any Unit. Notwithstanding the foregoing, in the event it is necessary for reception purposes to locate a satellite dish on the roof of a Unit, the Owner shall: (i) first obtain the consent of the Association (which shall verify with the satellite company that it is necessary to locate the satellite dish on the roof of the Unit); (ii) be responsible for any leaks or damage to the roof caused by the installation of the satellite dish; and (iii) be responsible for removing the satellite dish when it is no longer being used. The Owner of a Unit shall be responsible for the timely removal of any satellite dish that is no longer being used.

2. Association Powers and Responsibilities. Article III of the Declaration is amended as follows:

Section 1 (B) (iv) is amended to add the following: The Association's obligation to maintain Unit roofs is limited to the periodic replacement of Unit roofs upon the end of the useful life of the roof. Repairs to Unit roofs required by storm or other damage shall be the responsibility of the Owner.

Section 1 (B) is amended to add the following:

(vii) Maintain a termite service contract, or bond, as determined by the Association.

3. Covenant For Maintenance Assessments. Article V of the Declaration is amended as follows:

Section 2 is amended to add the following: Assessments for maintenance of Unit roofs shall be limited to funding reserves for the periodic replacement of Unit roofs upon the end of the useful life of the roof.

4. Property Maintenance/Insurance. Article VI of the Declaration is amended to add the following:

Each Owner shall provide to the Association a copy of the current declarations page to the Owner's homeowner's insurance policy, which shall name the Association as an additional insured.

5. Ratification and Confirmation. Except as amended hereby, all other terms and conditions of the Declaration shall remain in full force and effect.

**In Witness Whereof**, the Association has caused this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Carodolet Towne Homes to be executed by its duly authorized corporate officer effective as of this 30th day of December, 2011.

Signed, sealed and delivered

CARODOLET TOWNE HOME OWNERS  
ASSOCIATION, INC, a Florida corporation

in the presence of:

*Bobbie Housand*  
Printed Name: Bobbie Housand

By: *[Signature]*  
Richard M. Colbert  
Its: President

*[Signature]*  
Printed Name: KEVIN KOLLEGE

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2011, by Richard M. Colbert, President of Carodolet Towne Home Owner's Association, Inc., a Florida corporation, who is personally known to me.

*Dawn Putynkowski*  
(Notary Public)

