

This instrument prepared by
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2717 Gul Breeze Parkway
Gulf Breeze, Florida 32563

STATE OF FLORIDA

COUNTY OF OKALOOSA

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CARONDOLET TOWNE HOMES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CARONDOLET TOWNE HOMES is made as of the
date set forth below by and between CARONDOLET TOWNE HOME OWNERS ASSOCIATION,
INC., a Florida not for profit corporation (the "Association"), and JOSEPH C. FORGIONE and
DAVID FORSTROM (the "Developers"), for the following uses and purposes:

RECITALS:

- A. The Association is the home owner'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, as amended by that certain First Amendment To Declaration Of Covenants, Conditions, Restrictions And Easements For Carondolet Towne Homes dated December 30, 2011, recorded in Official Records Book 3073, Page 3091, Public Records of Okaloosa County, Florida (the "Declaration").
- B. Declarant is the owner of those certain tracts or parcels of real property adjacent and contiguous to the Property, as that term is defined in the Declaration, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Patio Home Property").
- C. At the request of Developers, the Members of the Association, and in accordance with the terms of the Declaration, and the Articles and Bylaws of the Association, have elected to amend the Declaration to annex the Patio Home Property, and to otherwise amend the Declaration, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Association and Developers hereby amend the Declaration as follows:

1. Annexation of Patio Home Property. The Patio Home Property shall for all purposes hereinafter be, and be deemed to be, part of the "Property" as that term is defined in the Declaration, and shall be held, sold and subject to the covenants, conditions, restrictions and easements set forth in the Declaration. The term "Plat" as defined in the Declaration, shall hereafter be deemed to include the Patio Home Plat, as that term is defined in Paragraph 2 hereinbelow, as recorded, or to be recorded, in the Public Records of Okaloosa County, Florida.
2. Patio Home Lots. Prior to the sale or development of any portion of the Patio Home Property, the Developers shall cause a subdivision plat for the Patio Home Property to be recorded in the Public Records of Okaloosa County, Florida (the "Patio Home Plat"). The Patio Home Plat shall subdivide the Patio Home Property into twelve (12), lots (hereinafter the "Patio Home Lots"), substantially in accordance with one of the preliminary Site Plans attached hereto as Exhibit "B" and made a part hereof (the "Site Plan").
3. Common Area Parking. Simultaneously with the construction of the subdivision improvements for the Patio Home Property, Developer shall construct, at Developer's sole cost and expense, the "12 Common Parking Spaces" as depicted on the Site Plan, which 12 Common Parking Spaces shall be for the use and enjoyment of all Owners.
4. Patio Home Lot Owners. The owners of the Patio Home Lots shall be considered "Owners" under the terms of the Declaration for all purposes.
5. Patio Home Lot Assessments. The Association shall develop and maintain a separate budget for the Patio Home Lots, for purposes of determining annual and special assessments for the Patio Home Lots. The Patio Home budget shall include, without limitation: (i) costs of maintenance, replacement and repair of the common driveway, and all other common improvements, constructed by Developers within the Patio Home Property; (ii) prorata share (based on the total number of Towne House Lots and Patio Home Lots) of the cost of the maintenance and repair of the common driveways within the Towne House Property, and common area landscaping within the Towne House Property.
6. Architectural Review. The Architectural Review Committee of the Association shall be required to approve all building plans for Patio Homes and other dwellings to be built on any Patio Home Lot; provided, that such approval shall be limited to esthetic coherence with the town homes constructed on the Towne Home parcel.

7. Ratification and Confirmation. Except as amended hereby, all other terms and conditions of the Declaration shall remain in full force and effect, and the parties hereto hereby ratify and confirm the terms and conditions thereof.

IN WITNESS WHEREOF, the Association and Developers have executed this Second Amendment To Declaration Of Covenants, Conditions, Restrictions And Basements For Carondolet Towne Homes effective as of the 18th day of ~~April~~ ^{JUNE}, 2015.

Signed, sealed and delivered in the presence of:

ASSOCIATION:

CARONDOLET TOWNE HOME OWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Its: B. Steven Schett President

[Signature]
Bobbie W. Housard
(Print/Type Name of Witness)

[Signature]
Dawn Pichkowsky
(Print/Type Name of Witness)

DEVELOPERS:

[Signature]
JOSEPH C. FORGIONE

[Signature]
Laurie Freeman
(Print/Type Name of Witness)

[Signature]
Noell O. Bell
(Print/Type Name of Witness)

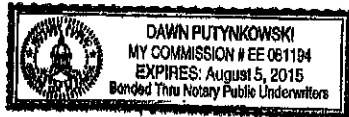
[Signature]
LYNN ELLISON
(Print/Type Name of Witness)

[Signature]
DAVID FORSTROM

[Signature]
Sheila K. Townley
(Print/Type Name of Witness)

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 18th day of ~~April~~ ^{June}, 2015, by B. Steven Schutt, the _____ President of Carondelet Towne Home Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she () is personally known to me or () has presented _____ as identification, and did not take an oath.



Dawn Putynkowski
Notary Public
Dawn Putynkowski
(Print/Type Name)
Commission No: EE 081194
Commission Expires: August 5, 2015

STATE OF FLORIDA
COUNTY OF Ocala

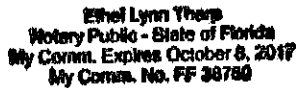
The foregoing instrument was acknowledged before me this 7th day of ~~April~~ ^{July}, 2015, by Joseph C. Forgione, who () is personally known to me, or () has presented _____ as identification. He did not take an oath.



Rannae Goulart
Notary Public
Rannae Goulart
(Print/Type Name)
Commission No: FF 224158
Commission Expires: April 23, 2019

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of ~~April~~ ^{July}, 2015, by David Forstrom, who () is personally known to me, or () has presented _____ as identification. He did not take an oath.



Ethel Lynn Tharp
Notary Public
Ethel Lynn Tharp
(Print/Type Name)
Commission No: FF 38760
Commission Expires: Oct 8, 2017

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EXHIBIT "A"

Parcel 1: The East 75.0 feet of the following described property: Starting in the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 23 West, Okaloosa County, Florida, thence North 117 feet to the Point of Beginning; thence North 116 feet; thence West 225 feet; thence South 116 feet; thence East 225 feet to the Point of Beginning.

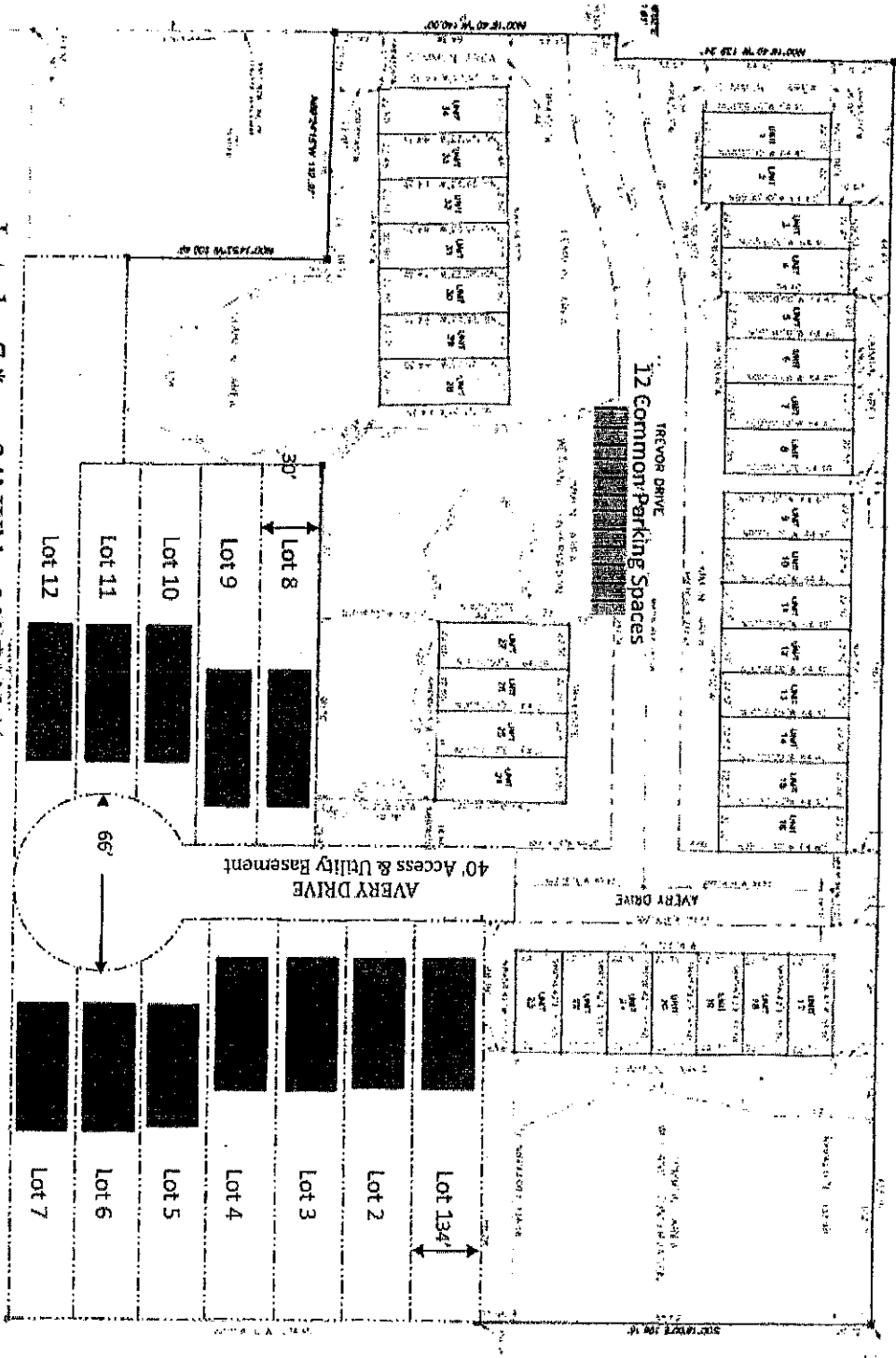
Parcel 2: Starting at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 23 West, go West 250 feet; thence North 117 feet; thence East 250 feet; thence South 117 feet to the Point of Beginning; all being part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 23 West, in Okaloosa County, Florida.

Parcel 3: Starting at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 23 West, Okaloosa County, Florida; thence North 117 feet to the Point of Beginning; thence North 116 feet; thence West 225 feet; thence South 116 feet; thence East 225 feet to the Point of Beginning. Less and Except the East 75 feet thereof.

Parcel 4: Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 23 West, Okaloosa County, Florida; run West 250.00 feet to the Point of Beginning; thence continuing West 278.0 feet; thence North 50.00 feet; thence East 103.00 feet; thence North 100.00 feet; thence East 200 feet; thence South 33.00 feet; thence West 25.00 feet; thence South 117.00 feet to the Point of Beginning.

EXHIBIT "B"

Site Plan - Carondolet Phase 2
*12 Detached Single Family Patio Homes



- Lots 1 - 7 * 34' Wide, 20' Front/Rear Setback, 5' Side Setback
- Lots 8 - 12 * 30' Wide, 20' Front/Rear Setback, 5' Side Setback

*Note: Lots 1 - 7 may be reduced anywhere from 6 lots to 2 lots having widths between 39' and 119'.
 *Note: Lots 8 - 12 may be reduced anywhere from 4 lots to 2 lots having widths between 37' and 75'.