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Dunlap & Shipman, P.A.
60 Clayton Lane, Suite A
Santa Rosa Beach, FL 32459

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS
FOR CARILLON BEACH**

NOTICE IS HEREBY GIVEN that at a duly called special meeting of the Members of CARILLON BEACH ASSOCIATION, INC., a Florida not for profit corporation (“Association”) on July 31, 2013 , by a vote of not less than two-thirds (2/3) of the eligible voting interests of the Association, amended the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach (the “Declaration”), recorded in O.R. Book 1338, Page 1212, et seq. of the Public Records of Bay County, Florida, and as previously amended, as follows:

The Declaration is hereby amended in accordance with Exhibit “A” attached hereto and incorporated by reference entitled “Schedule of Amendments to Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach”

IN WITNESS WHEREOF, Association, by and through its duly appointed representative, has executed this Certificate of Amendment to the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach in accordance with the authority hereinabove expressed this 6th day of Aug, 2013.

ATTEST:

CARILLON BEACH ASSOCIATION, INC., a Florida non-profit corporation

By: T.R. Smart

By: Jan Pittman

Print Name: Tom Smart

Print Name: Jan Pittman

By: Don Jover

Its: Aug. 6, 2013

Print Name: Don Jover

STATE OF FL

COUNTY OF Bay

The foregoing instrument was acknowledged before me by Jan Pittman as Pres. of Board of Carillon Beach Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did / did not take an oath.

SWORN TO AND SUBSCRIBED before me this 6 day of August, 2013.

Nicole Deatherage
Notary Public
Print Name: Nicole Deatherage

My Commission Expires:

8/21/16

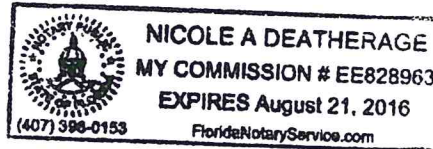


EXHIBIT A

Amendments

Article III, Section 3.3 of the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach Association, Inc. (“the Declaration”), shall be amended as follows:

3.3 Permitted Uses by Founder*. The Founder reserves, for itself or its various assigns, the right to use the sandy beach portion of the Commons for vending of food and vending or rental of beach-related equipment, clothing and supplies, or the offering of concessions for such services, which shall be the only commercial use of the Commons by the Founder. Founder further reserves a right of access through the Commons for such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

*The words “by Founder” have been added here, but the change could not be denoted as the heading was already underlined.

3.4 ~~Use by Non-Members. The Association may also permit limited use and access for all or a portion of the Commons, through the sale of beach club memberships or other fees. Any such revenue shall benefit the Association.~~

3.4 Use of Commons by Non-Members. The Association may permit temporary limited use and access for any portion of the Commons through rental, lease or licensing agreements for purposes of holding weddings or other events. Revenue earned shall benefit the Association.

Article VI, Section 6. of the Declaration shall be amended as follows:

ARTICLE VI: ADMINISTRATION OF CARILLON BEACH DESIGN CODE

Administration of the Carillon Beach Design Code is the responsibility of the Design Review Board. The Design Review Board will review all plans for construction, or modification, of any Lot or Commons.

6.1 Design Review Board.

(b) Compensation. The Community Planner, other professionals and staff may be paid reasonable compensation for serving on the Design Review Board, as determined from time to time by the Association Board. All members shall be compensated for expenses.

(c) Cost of Operation. At the discretion of the Association, the Design Review Board may be funded in whole or in part by the Association, or ~~may set its~~ the Association Board may set review fees to cover all or part of the cost of its operation.

6.72 Review Procedure.

(b) Application. The plans to be submitted for approval shall be submitted to the Design Review Board with a copy to the Association Manager and shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements and (iii) such other items as the Design Review Board requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Carillon Beach Design Code, the quality of workmanship and material and harmony of design with surrounding structures. The Design Review Board may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the Design Review Board will affect the desirability or suitability of the construction. The Design Review Board may grant variances from the Carillon Beach Design Code based on existing topographical or landscape conditions, demonstrated hardship or architectural merit. A copy of any variances granted must be provided to the Association Manager.

(d) Uniform Procedures. The Design Review Board may establish procedures for the review of applications., ~~including review costs and fees, if any, to be paid by the applicant.~~ The Design Review Board may require payment of review costs and fees by the Applicant if approved by the Association Board in accordance with Section 6.1.

(e) Notification: Construction. The Design Review Board shall notify the applicant of its decision within the time limits set out in the Carillon Beach Design Code. If approval is given or deemed to be given, construction of the improvements may begin once a copy of the approved

Plans have been submitted to the Association Manager. All construction must comply substantially with the submitted plans.

(f) Records. The Design Review Board shall maintain minutes of all meetings which must be filed with the Association Manager prior to any action by the Design Review Board becoming final. A copy of the current Design Review Code shall be maintained in the Association Office.

6.3 Liability. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Community Planner, the Founder, or members of the Design Review Board, Association Board or Association as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

Article X, Section 10.8 of the Declaration shall be amended as follows:

10.8 Transfer of Title; Capital Contribution. At the closing and transfer of title of each Lot to the first Owner other than the Founder, and upon each subsequent closing and transfer of title to a Lot, or at transfer of title without a closing through a foreclosure sale or by tax deed sale, the new Owner shall contribute to the Association an amount equal to two ~~months'~~ quarters' assessments, or such greater amount as required by Association. While the Founder has Lots for sale in the ordinary course of business, the Founder must approve the amount of the capital contribution. This contribution shall be used by the Association for the purpose of capital expenses of the Association and for providing working capital for the Association, and shall not be considered as a pre-payment of assessments. The capital contribution shall be considered a part of the Assessment Charge in accordance with Section 10.9, and shall be the personal obligation of both the seller and purchaser of the Lot if unpaid. However, if the seller provides the Association with the name and address of the intended purchaser at least thirty (30) days prior to the conveyance in accordance with Section 10.10, the seller shall not be personally responsible for the capital contribution.

Article X, Section 10.9 (a) of the Declaration shall be amended as follows:

- (a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner: regardless of how title is acquired and including, but not limited to, those that take title by foreclosure or deed in lieu of foreclosure. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

Article X, Section 10.9(d) of the Declaration shall be amended as follows:

- (d) ~~Subordination of the Lien to First Mortgages. The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. The liability of a first mortgagee Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by Sale or transfer of any Lot pursuant to foreclosure of such a mortgage (or, if approved by the Board, acceptance of a or deed in lieu of foreclosure, for unpaid assessments that came due before the mortgagee's Mortgagee's acquisition of title, shall be as provided by law. the entire amount due unless a lesser amount is required by law, then it shall be the maximum amount allowed. shall extinguish the lien as to payments which became due prior to the sale or transfer. The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.~~