

Return to:
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**AMENDMENT TO THE COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR SERENITY AT DUNE ALLEN**

THIS AMENDMENT is made effective November 22, 2016 by the Board of Directors of the SERENITY AT DUNE ALLEN HOMEOWNERS ASSOCIATION, INC:

WHEREAS, SERENITY AT DUNE ALLEN, LLC (the "Declarant") is the Declarant named in the Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") of the subdivision known as Serenity at Dune Allen in Walton County, Florida, as recorded on June 22, 2006 in O.R. Book 2723 at Page 3905 of the Public Records of Walton County, Florida, and;

WHEREAS, the Declarant no longer owns any lots or other property in Serenity at Dune Allen, and;

WHEREAS, according the Declaration, the Declaration may be amended by consent of THE owner(s) of seventy-five percent (75%) or more of the lots located in Serenity at Dune Allen; and,

WHEREAS, JAWOF SERENITY AT DUNE ALLEN, LLC owns more than 75% of the lots in Serenity at Dune Allen and is therefore authorized to consent to the amendment of the Declaration; and,

WHEREAS, on November 22, 2016, the Board of Directors of Serenity at Dune Allen Homeowners Association, Inc. held a Special Board Meeting for the purpose of amending the Declaration; and,

WHEREAS, at the November 22, 2016 Special Board Meeting a Motion was made and passed to Amend the Declaration according to the terms stated herein.

NOW THEREFORE, in consideration of the aforementioned premises, and pursuant to the authority and procedure described in the Declaration, it is here declared that:

1. Article X, Section 10.5 of the Declaration is amended to include as follows, to-wit:

10.5 (d) Special Assessment upon the sale of a Lot(s). Upon acquisition of record title to a Lot by any Owner, other than Serenity at Dune Allen I, LLC, with a single family residence constructed upon it, a capital contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-half of one percent (.5%) multiplied by the total sales price of the lot with a single family residence constructed upon it. No special assessment under this section shall be charged upon the sale of a vacant lot with no single family residence constructed thereon. This amount shall be in addition to, and not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited in the Association's operating account and disbursed therefrom by the Association for use in covering operating expenses and other charges incurred by the Association.

2. Article IV of the Declaration is amended to include as follows, to-wit:

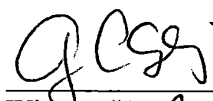
4.10 Parcel Landscaping and Maintenance. The Association shall contract to provide mandatory, routine landscaping maintenance for all Lots with a single family residence constructed thereon in a manner and with such frequency as is consistent with good property management. Such maintenance shall include lawn mowing and maintenance and care (but not replacement) of trees, shrubs, grass, and other similar green areas lying upon a Lot, but shall not include any other service. No Owner may opt out of the dictates of this section. Each Lot Owner with a single family residence constructed thereon shall be responsible for all lawn and landscape expenses for such Owner's particular Lot ("Lot Maintenance Expense") incurred by the Association as determined by the Board of Directors; provided, however, that the Lot Maintenance Expense shall be equal for all Lots of approximately equal size possessing similar lawn and landscaping features, and provided further that the Lot Maintenance Expense shall be calculated and assessed on a nondiscriminatory basis. Lots with no single family residence constructed thereon (vacant lot) shall not incur a Lot Maintenance Expense as described herein. The Association shall assess each Lot for its Lot Maintenance Expense and include such charge together with, and at the time of, each Lot's Annual Assessment.

3. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect as originally recorded. This Amendment shall run with the title to the Property and will bind and inure to the benefit of the owners hereof.

IN WITNESS WHEREOF, the undersigned as members of the Board of Directors of Serenity at Dune Allen Homeowners Association, Inc. and as the authorized representative of JAWOF Serenity at Dune Allen, LLC certify that this Amendment has been adopted by the owners of the association holding at least 75% of the Lots by written consent without meeting in a manner permitted by the Declaration.

Dated effective as of November 22, 2016.

**SERENITY AT DUNE ALLEN
HOMEOWNERS ASSOCIATION, INC.**



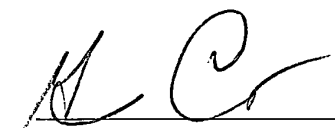
Witness #1 Amy CSADYI

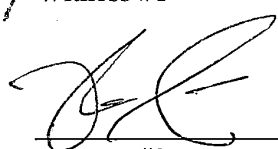


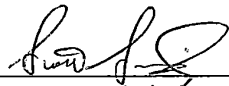
By: Steven R. Bradley
Its: Director



Witness #2 BRENDA L CRAWFORD

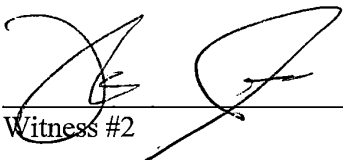

Witness #1


Witness #2


By: Scott D. Svirsky
Its: Director

**JAWOF SERENITY AT DUNE ALLEN,
LLC**
By: Svirsky Asset Management, Inc., its
Manager


Witness #1

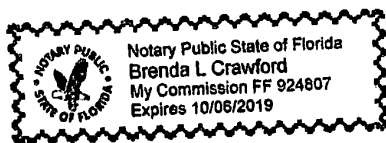

Witness #2


By: Scott D. Svirsky
Its: President

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of March, 2017 by Steven R. Bradley, as Director of Serenity at Dune Allen Homeowners Association, Inc., a Florida corporation. He is personally known to me or produced FLDL as identification.



Brenda L. Crawford
NOTARY PUBLIC
My commission expires: 10/06/2019

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3RD day of ~~March~~ ^{APRIL} SDS, 2017 by Scott T. Svirsky, as both Director of Serenity at Dune Allen Homeowners Association, Inc., a Florida corporation and President of Svirsky Asset Management, Inc., a Florida corporation, the Manager of ~~JAWOF Serenity~~ at Dune Allen, LLC, a Florida limited liability company. He is personally known to me or produced N/A as identification.

Lynne A. Fighter

NOTARY PUBLIC

My commission expires: 4/12/20

