

FILED AND RECORDED
DATE 04/20/95 TIME 11:55

RECORD VERIFIED
Querry M. ...

0616

BENNY LISTER
CO:GULF

CLERK
ST:FL

FL 951101 B 178 P 616
CO:GULF ST:FL

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEACLIFFS BEACH HOMES

THIS DECLARATION, made as of this 19th day of April, 1995,
by WECO DEVELOPMENT CO., a Florida corporation, (the "Developer").

WITNESSETH:

WHEREAS, Developer is developing a residential project in Gulf
County, Florida known as Seacliffs Beach Homes, and

WHEREAS, in furtherance of such development, Developer
recorded in the public records of Gulf County, Florida, on August
4, 1993, a Declaration of Covenants, Conditions and Restrictions
for Seacliffs Beach Homes, which recorded Declaration appears at
Official Records Book 162 Page 677, and

WHEREAS, Developer has negotiated a resolution and settlement
of certain matters which have been in dispute with Seacliffs
Community Association, Inc., a not for profit Florida corporation,
charged with responsibility for operating and managing Seacliffs,
a condominium that is adjacent to Seacliffs Beach Homes, and

WHEREAS, the settlement envisions a larger role for Seacliffs
Master Association, Inc., a not for profit Florida corporation, in
the operation and management of certain ingress and egress, green
space and other related beach side property for the use and benefit
of all unit owners at Seacliffs, whether they are unit owners at
Seacliffs, a condominium or at Seacliffs Beach Homes, and

WHEREAS, the settlement also envisions the recording of a
Master Property Declaration, which will have as exhibits thereto
Amended and Restated Articles of Incorporation and Bylaws for
Seacliffs Master Association, Inc. along with a legal description
of property that is or will be owned from time to time by Seacliffs
Master Association, Inc., and

WHEREAS, the Articles of Incorporation and Bylaws of the
Master Association and the legal description of the Master
Association Property are also exhibits to this Declaration and
Developer desires to conform this Declaration to the Master
Property Declaration and to avoid the cost of recording the Master
Articles of Incorporation and Bylaws and the legal description of
the Master Association Property twice, and

WHEREAS, Article XV of this Declaration permits the Developer,
without the consent or approval of owners or any mortgagee or
holder of any other lien interest with respect to any property that
is a part of Seacliffs, during the Development Period to amend this
Declaration in the interest of furthering the development of
Seacliffs, and

WHEREAS, the Developer finds that an amendment of this
Declaration to conform it to the Master Property Declaration and to
avoid the duplication of recording costs would be in the
furtherance of the development of Seacliffs,

NOW, THEREFORE, the Developer, by this instrument, does hereby
amend the Declaration of Covenants, Conditions and Restrictions for
Seacliffs Beach Homes, as provided below.

1. ARTICLE I, DEFINITIONS, is hereby amended to read as follows:

ARTICLE I

DEFINITIONS

A. Master Association shall mean Seacliffs Master Association, Inc., a Florida not-for-profit corporation.

B. Master Articles shall mean the Amended and Restated Articles of Incorporation of Seacliffs Master Association, Inc. that are attached to the Master Property Declaration executed by Seacliffs Master Association, Inc. and recorded in the public records of Gulf County, Florida.

C. Master By-Laws shall mean the By-Laws of Seacliffs Master Association, Inc. that are attached to the Master Property Declaration executed by Seacliffs Master Association, Inc. and recorded in the public records of Gulf County, Florida. Exhibit E hereto, consisting of the Master Bylaws, is hereby deleted as an exhibit hereto.

D. Board of Directors or Board shall mean and refer to the Board of Directors of the Master Association.

E. Master Association Property shall mean and refer to the real property located in Gulf County, Florida, owned from time to time by the Master Association for the use and benefit of the Master Association Members together with such other recreational or other commonly used improvements as may be constructed thereon, as more fully described in the Master Property Declaration.

F. Developer means and shall refer to WECO Development Company, a Florida corporation, its successors and assigns, officers, employees or agents.

G. Remaining Property means the land, as legally described in the Deed dated August 11, 1989 and recorded in ORB 136 Page 980 of the public records of Gulf County, Florida, less and except the Master Association Property, less and except First Phase Beach Homes land as described on Exhibit A attached hereto, and less and except certain property deeded by the Developer to Barrier Dunes Development Corp. for the purpose of adjusting the common boundary between the Developer's property and the property of Barrier Dunes Development Corp.

H. Master Property Declaration means and refers to the Master Property Declaration executed by the Master Association dated as of April 19, 1995 and to be recorded in the public records of Gulf County, Florida.

I. Member means and refers to Members of the Master Association as provided in the Master Bylaws.

J. Condominium Declaration means and refers to the declaration of condominium which created Seacliffs, a condominium, recorded at Official Records Book 116, Page 163 of the public records of Gulf County, Florida, as amended.

K. Condominium Association means and refers to the Seacliffs Community Association, Inc., a Florida not for profit corporation, its successors and assigns, which is charged with the responsibility of managing and operating Seacliffs, a condominium as it appears from the Condominium Declaration.

L. Beach Homes means Seacliffs Beach Homes, a residential development as appears from the Declaration of Covenants, Conditions, and Restrictions recorded at Official Records Book 162 Page 677 of the public records of Gulf County, Florida.

M. Beach Homes Association means and refers to Seacliffs Beach Homes Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns whose members shall be the owners of the Beach Homes comprising Seacliffs Beach Homes.

N. Community Property Agreement shall mean and refer to the Community Property Agreement which appears at OR Book 116, Page 275, as amended by First Amendment to Community Property Agreement dated December 21, 1986 and recorded at OR Book 116 page 291 and as further amended by Second Amendment to Community Property Agreement dated September 17, 1992, and recorded at OR Book 154 page 948 (all recordings in the public records of Gulf County, Florida), which has now been terminated, by agreement recorded in the public records of Gulf County, Florida.

O. Residential Dwelling Unit means any improved parcel of land that is included in Seacliffs that is intended for use as a single-family residential dwelling including any condominium unit, townhouse, townhome or beach home unit, but shall not include a hotel, motel, apartment, time share or any other transient rental facility or unit.

P. Completed Residential Dwelling Unit shall mean a Residential Dwelling Unit for which the pertinent authority in Gulf County, Florida has issued a certificate of occupancy, final inspection or equivalent governmental authorization or which is substantially complete. Substantial completion means that the unit is capable of being used for the purposes intended.

Q. Owner shall mean and refer to the owner as shown in the public records of Gulf County, Florida, (whether it be one or more persons, firms, associations, corporation, or other legal entities) of a fee simple interest to any Completed Residential Dwelling Unit that is included in Seacliffs but shall not mean or refer to a mortgagee, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure. Nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the public records of Gulf County, Florida, a long term contract for sale in the nature of a contract for deed covering any part of Seacliffs, the purchaser of such parcel shall be considered the Owner under said contract.

R. Seacliffs shall mean and refer to the lands in Gulf County, Florida consisting of the following:

1. Seacliffs, a condominium, as appears from the Condominium Declaration; and
2. Beach Homes; and
3. The Remaining Property, Master Association Property, and such improvements as may be developed thereon.

S. Development Period shall mean the Development Period of Seacliffs which shall include that period of time from the creation of this corporation until the Developer has completed development of and has closed the sales of all of the Residential Dwelling Units of all of the condominiums or other developments that may be included within the development of Seacliffs, or until the Developer elects to terminate the Development Period, whichever first occurs; provided however, the transfer, by whatever means, of all or part of the Developer's property intended to be included in Seacliffs to another Developer or to a mortgagee through foreclosure or under a deed in lieu of foreclosure shall not operate to terminate the Development Period.

T. Beach Homes Common Area shall mean the assets of the Beach Homes Association and shall include the tangible personal property required for the maintenance and operation of Seacliffs Beach Homes and any land or other property acquired by the Beach Homes Association for the benefit of its members, even though owned by the Beach Homes Association. Title to the Beach Homes Common Area, if any, of a phase of Seacliffs Beach Homes shall be conveyed by the Developer to the Beach Homes Association not later than the termination of the Development Period. During the Development Period, the Developer may, in its sole discretion, add to the Beach Homes Common Area and grant rights to use the Beach Homes Common Area to the owners of Beach Homes of subsequent phases of Seacliffs Beach Homes.

U. Beach Homes Common Expenses shall include expenses of administration; expenses of insurance; expenses of maintenance, operation, repair, replacement and betterment of the Beach Homes Common Area; expenditures or amounts of assessments by the Beach Homes Association for payment of costs that are the responsibility of a Beach Home Owner, including but not limited to costs of repair of damage to a Beach Home in excess of insurance proceeds, and the costs of insurance upon a Beach Home; expenses declared common by provisions of this Declaration or by the Board of Directors of the Beach Homes Association, the Beach Homes Association's By-Laws and any valid charge against Seacliffs Beach Homes as a whole.

V. First Phase Beach Homes Common Area shall mean the Beach Homes Common Area included within the first phase of Seacliffs Beach Homes which is the Seacliffs Beach Home Phase 1 Property, less and except the Beach Homes identified therein, all as more particularly described on Exhibit A hereto.

W. First Phase Beach Homes shall mean the six (6) beach home parcels included within the first phase of Seacliffs Beach Homes, all as more particularly described on Exhibit A hereto.

X. Number and Gender are used herein so that, where the context so permits, the use of the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Y. Utility Service shall mean and refer to all utility services necessary or convenient to the occupancy of each Beach Home as a single family residence and shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable television and sewage disposal.

Z. Beach Home Owner shall mean and refer to owners of Beach Homes at Seacliffs Beach Homes.

2. The Amended and Restated Articles of Incorporation of Seacliffs Master Association, Inc. that were shown as EXHIBIT D to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEACLIFFS BEACH HOMES are intentionally omitted from this First Amendment and will no longer be shown as an exhibit to this Declaration. Said Articles of Incorporation have been further amended and restated as the Amended and Restated Articles of Incorporation of the Seacliffs Master Association, Inc. and now appear as exhibit E to the Master Property Declaration recorded in the public records of Gulf County, Florida. References in this Declaration to the "Master Articles" shall be deemed to refer to said Amended and Restated Articles of Incorporation of the Seacliffs Master Association, Inc. which now appear as exhibit E to the Master Property Declaration recorded in the public records of Gulf County, Florida, and as same may be further amended from time to time.

3. The Bylaws of Seacliffs Master Association, Inc. that were shown as EXHIBIT E to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEACLIFFS BEACH HOMES are intentionally omitted from this First Amendment and will no longer be shown as an exhibit to this Declaration. Said Bylaws have been further amended and restated as the Amended and Restated Bylaws of the Seacliffs Master Association, Inc. and now appear as exhibit F to the Master Property Declaration recorded in the public records of Gulf County, Florida. References in this Declaration to the "Master Bylaws" shall be deemed to refer to the Amended and Restated Bylaws of the Seacliffs Master Association, Inc. which now appear as exhibit F to the Master Property Declaration recorded in the public records of Gulf County, Florida, and as same may be further amended from time to time.

4. The description of Master Association Property of Seacliffs Master Association, Inc. that was shown as EXHIBIT F to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEACLIFFS BEACH HOMES is intentionally omitted from this First Amendment and will no longer be shown as an exhibit to this Declaration. The description of Master Association Property now appears as exhibit A to the Master Property Declaration recorded in the public records of Gulf County, Florida. References in this Declaration to the "Master Association Property" shall be deemed to refer to the Master Association Property legally described in exhibit A to the Master Property Declaration recorded in the public records of Gulf County, Florida, and as same may be further amended from time to time.

5. ARTICLE XV, GENERAL PROVISIONS, is hereby amended to read as follows:

ARTICLE XV

GENERAL PROVISIONS

A. Correcting Violations. In addition to the rights and remedies granted to the Beach Homes Association or to any Beach Home Owners by any other Article of this Declaration, each Beach Home Owner by the acceptance of any deed conveyed subject to this Declaration, does hereby irrevocably consent to and grant to the Beach Homes Association or any other Beach Home Owner, the right and license peacefully to enter upon his property for the purpose of correcting any conditions which may be in violation of this Declaration and specifically to effect compliance with any provisions of Articles V, Paragraph B and IX.

B. Compliance and Default. Each Beach Home Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Beach Homes Association and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Beach Home Owner to comply with such documents and regulations shall entitle the Beach Homes Association or other Beach Home Owners to the following relief in addition to the remedies provided by the law:

(1) Negligence. A Beach Home Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of this family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Beach Homes Association. A Beach Home Owner shall pay the Beach Homes Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of a Beach Home or its appurtenances, or of the Beach Homes Common Area, by the Beach Home Owner.

(2) Fines. The Board of Directors of the Beach Homes Association may, upon notice and hearing before said Board, fine, assess and charge any offending member a sum not to exceed \$150.00 for each infraction of the provisions of this Declaration, the Articles, By-Laws or rules and regulations of the Beach Homes Association. Any such fines shall constitute a lien against the Beach Home owned or occupied by the violator as set forth in Article XIII hereof unless paid within ten (10) days of the date assessed.

(3) Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Beach Home Owner or the Beach Homes Association to comply with the terms of the Declaration, Articles of Incorporation of the Beach Homes Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

(4) No Waiver of Rights. The failure of the Beach Homes Association or any Beach Home Owner to enforce any covenant, restriction or other provision of this Declaration, the Articles of Incorporation of the Beach Homes Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

C. Master Association Membership. The Beach Homes Association has become a member of the Master Association and is now subject to Master Association assessments due from the Beach Homes Association, which Master Association assessments shall be Beach Homes Common Expenses.

D. Term of Declaration. The covenants, conditions and restrictions and other matters set forth in this Declaration shall run with and bind the property from time to time submitted to this Declaration and shall inure to the benefit of and be enforceable by any Beach Home Owner so long as any building in useful condition exists upon such property.

E. Amendment. After the Development Period, and except as otherwise provided herein, the covenants, conditions, restrictions and other provisions of this Declaration may be amended at any time by three-fourths consent of the Beach Home Owners and the consent of the holder of the greatest number of mortgages on Beach Homes within Seacliffs as evidenced by a written amendment recorded in the public records of Gulf County, Florida. Provided, however, Beach Home Owners may not amend this Declaration without the Developer's express written consent if such amendment would, in the judgement of the Developer, interfere with the Developer's rights hereunder or with the Developer's ability to complete Seacliffs or to market and sell any unsold portions of Seacliffs. Provided, further, the Developer, without the consent or approval of any Beach Home Owners or the Beach Homes Association, or any mortgagee or holder of any other lien interest with respect to any property that is a part of Seacliffs, shall have the power and authority during the Development Period to amend this Declaration in the interest of furthering the development of Seacliffs.

F. Termination. This Declaration may be terminated (i) by the consent of three-fourths (3/4) of the Beach Home Owners and the mortgagee holding the greatest number of mortgages on the Beach Homes as provided in Article IX hereof or (ii) by the consent of all of the Beach Home Owners and all holders of mortgages on Seacliffs Beach Homes. In the event of termination, Seacliffs Beach Homes shall be owned in common by the Beach Home Owners in the same undivided shares as each Beach Home Owner previously owned in the Beach Homes Association. All liens shall be transferred to such undivided share attributable to the Beach Home originally encumbered by the lien in its same priority.

G. Severability. Invalidation of any one of the covenants, conditions, restrictions or other provisions of this Declaration by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

H. Construction. The provisions of this Declaration shall be read, construed and interpreted to harmonize the provisions of the text hereof with the exhibits hereto where possible. Where the text hereof is inconsistent with any of the exhibits, the text hereof shall be given precedence.

I. Encroachments. The Seacliffs Beach Homes Property, including individual Beach Homes units and/or Beach Homes Common Area, may be joined or connected with or may encroach or be encroached upon by Master Association Property or portions thereof. In the event of the foregoing, the same is deemed authorized and an easement appurtenant to the extent of any such encroachment and such easement shall exist so long as such encroachment shall exist, and shall be a permitted easement in the event of casualty and the necessity of reconstruction.

6. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEACLIFFS BEACH HOMES remain in full force and effect, amended by the provisions set forth above, but otherwise unchanged.

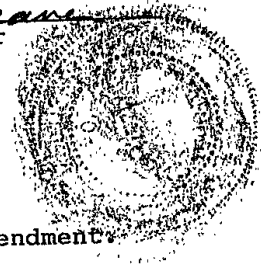
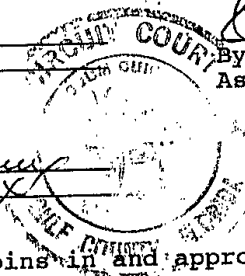
IN WITNESS WHEREOF, the undersigned on behalf of the Developer herein, have hereunto set my hand and seal as of this 19 day of April, 1995.

Signed, Sealed and Delivered
in the presence of:

WECO Development Co.,
a Florida corporation

Theresa Bush
Theresa Bush
(Print Name)

Dennis J. Weaver
By: Dennis J. Weaver
As: President



Diana So Fauchey
Diana So Fauchey
(Print Name)

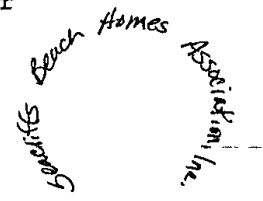
The undersigned joins in and approves this First Amendment.

Signed, Sealed and Delivered
in the presence of:

Seacliffs Beach Homes
Association, Inc.
a Florida not for profit
corporation

Theresa Bush
Theresa Bush
(Print Name)

Dennis J. Weaver
By: Dennis J. Weaver
As: President



Diana So Fauchey
Diana So Fauchey
(Print Name)

STATE OF FLORIDA
COUNTY OF GULF

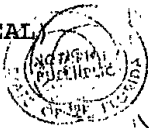
FL 951101 B 178 P 623
CO:GULF ST:FL

0623

The foregoing instrument was acknowledged before me this 19 day of April, 1995, by Dennis Weaver, President of WECO Development Co., a Florida corporation, on behalf of the corporation. He: (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(SEAL)



My Comm Exp. 10/20/97
Banded By Service Inc
No. CC311245

Diana S Fauchery
(Print Name)

Notary Public
Serial # _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF GULF

The foregoing instrument was acknowledged before me this 19 day of April, 1995, by Dennis Weaver, President of Seacliffs Beach Homes Association, Inc. a Florida not for profit corporation, on behalf of the corporation. He: (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

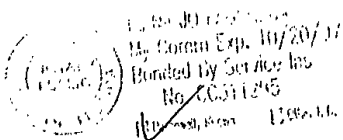
(SEAL)

Diana S Fauchery
(Print Name)

Notary Public
Serial # _____
My Commission Expires: _____

THIS DOCUMENT PREPARED BY:

BURKE & BLUE, P.A.
Rob Blue, Jr., Esq.
P.O. Box 70
Panama City, FL 32402



0623

JOINDER OF MORTGAGE

FL 951101 B 178 P 624
CO:GULF ST:FL

CITIZENS FEDERAL SAVINGS BANK OF PORT ST. JOE, a banking corporation, hereinafter called "BANK", the owner and holder of that certain Mortgage encumbering the property described on Exhibit A of this First Amendment to Declaration of Covenants, Conditions and Restrictions of Seacliffs Beach Homes (the "Declaration"), which Mortgage(s) is/are the following: Mortgages dated September 4, 1992, October 8, 1992, November 4, 1992, and September 13, 1993 and recorded in Official Records Book 154, Page 804, Official Records Book 155, Page 540, Official Records Book 156, Page 21, Official Records Book 163, Page 962, respectively, all in the public records of Gulf County, Florida, and BANK agrees that the lien of its Mortgage shall hereafter be subject to the Declaration and shall encumber each and every Beach Home, including but not limited to, its undivided share of the Beach Homes Common Area.

Signed, Sealed and Delivered in the presence of:

CITIZENS FEDERAL SAVINGS BANK OF PORT ST. JOE, a banking corporation

Veralyn M. Lewter
VERALYN M. LEWTER
(Print Name)

By: *[Signature]*
As: President

Carolyn Royal
CAROLYN ROYAL
(Print Name)

STATE OF FLORIDA
COUNTY OF GULF

The foregoing instrument was acknowledged before me this 20th day of April, 1995, by GREG JOHNSON of CITIZENS FEDERAL SAVINGS BANK OF PORT ST. JOE, a banking corporation, on behalf of the corporation.
_ (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(SEAL)

Veralyn M. Lewter
VERALYN M. LEWTER
(Print Name)
Notary Public
Serial # _____
My Commission Expires: _____



VERALYN M. LEWTER
MY COMMISSION # CG 174262 EXPIRES
January 15, 1996
BONDED THRU TROY FAIR INSURANCE, INC.