

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILANO OAKS**

THIS FIRST AMENDMENT TO ("First Amendment") is made this 7th day of February 2012, by Vilano Oaks Homeowners Association, a Florida company, whose post office address is P.O. Box 767, St. Augustine, Florida, 32085.

RECITALS

WHEREAS, the Vilano Oaks Homeowners Association ("Association") was created pursuant to the Declaration of Covenants, Conditions and Restrictions of Vilano Oaks ("Declaration") recorded in Book 1746, Page 1535, of the Public Records of St. Johns County, Florida;

WHEREAS, Association desires to amend Article 9.14 of the Declaration.

NOW THEREFORE, Association amends the Declaration as follows:

1. The above Recitals are incorporated herein.
2. All terms used in this First Amendment or as defined in the Declaration.
3. The original language of Article 9.14 Vehicles and Recreation Equipment, hereafter labeled "DELETED LANGUAGE" in italicized text, is deleted in its entirety, and replaced by the new language labeled "AMENDED LANGUAGE" in bolded text:

*** DELETED LANGUAGE ***

9.14 Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule the following definitions shall apply:

9.14.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers.

Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as herein after defined) are permitted to park on the driveway of a Residence.

9.14.2 *"Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.*

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulation adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

***** AMENDED LANGUAGE *****

9.14 Vehicles and Recreational Equipment. No truck, or commercial vehicle, mobile home, house trailer, utility trailer, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule, the following definitions shall apply:

9.14.1 **"Truck"** means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as herein after defined) are permitted to park on the driveway of a Residence.

9.14.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

9.14.3 Temporary parking, storage or use of boats, boat trailers, campers, motor homes, other recreational vehicles or equipment, shall be permitted only on property in accordance with county code for a period of up to 24 consecutive or 48 non-consecutive hours in a 7 day time period. No such vehicles shall be permitted to be parked or stored on any portion of the Property, except the driveway as provisioned above and as permitted by county codes, unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). Temporary parking, storage or use of boats, boat trailers, campers, motor homes, other recreational vehicles or equipment may be temporarily parked for longer than 24 consecutive or 48 non-consecutive hours in a 7 day time period only with the prior written approval of the board.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreation equipment parked in violation of these or other regulations contained herein or in the rules and regulation adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

4. Except as indicated herein, the terms of the Declaration remain unchanged.

5. By its execution below, Association certifies that this First Amendment has been duly approved by VOHA pursuant to ARTICLE XIII of the Declaration, recorded in Book 1746, Page 1535, of the public records of St. Johns County, Florida.

6. This First Amendment shall take effect upon recordation in the Public Records of St. Johns County.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7 day of February 2012.

Vilano Oaks Homeowners Association, a Florida Corporation

By: William D. Henn

Printed Name: William D. Henn

Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7 day of February 2012, by WILLIAM HENN as the PRESIDENT of Vilano Oaks Homeowners Association, a Florida corporation.

NOTARY PUBLIC - State of Florida:

Sign Severino Tamayo

Print SEVERINO TAMAYO

Personally Known ; OR Produced Identification

Type of Identification Produced:
FLORIDA DRIVERS LICENSE

Affix Seal Below:

