

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF GRAMERCY PLANTATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRAMERCY PLANTATION is made and executed this 28<sup>th</sup> day of October, 2004, by **GRAMERCY PLANTATION, L.C.**, a Florida limited liability company, whose address is Post Office Box 250, Apalachicola, Florida 32329-0250 (hereinafter referred to as the "Declarant")

**WITNESSETH:**

WHEREAS, the Declarant subjected certain property located in Franklin County, Florida to certain easements, restrictions, covenants and conditions pursuant to that Declaration of Covenants, Conditions and Restrictions of Gramercy Plantation dated August 14, 2003, and recorded in Official Records Book 751, Page 533, of the Public Records of Franklin County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declarant desires to annex a portion of the property located within "Exhibit D" to the Declaration, pursuant to the Declaration.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficient of which are hereby acknowledged, the Declarant hereby amends the Declaration, declares and provides as follows:

1. The Declarant hereby annexes the property described in "Exhibit A" attached hereto (hereinafter referred to as the "Annexed Property") as a portion of the properties described and defined in the Declaration and declares that the Annexed Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration. The Annexed Property described in "Exhibit A" attached hereto shall be deemed to be added to the property described in "Exhibit A" to the Declaration.

2. Article I of the Declaration is hereby amended as follows:

a. Section 4 is hereby amended to include within the definition of "Common Area" any common areas, easements and conservation easements depicted on the Plat of Gramercy Plantation, Phase II.

b. Section 8 is hereby amended to include within the definition of "Lot" each lot and parcel designated on the Plat of Gramercy Plantation, Phase II, with the exception of the Common Area.

c. Section 13 is hereby amended to include within the definition of "Plat of Gramercy Plantation" the plat of Gramercy Plantation, Phase II, recorded or to be recorded in the Public Records of Franklin County, Florida.

d. Section 14 is hereby amended to include within the definition of "Properties" and "Subdivision" the Annexed Property.

3. Article VI, Section 4, of the Declaration provides for the Architectural Committee to establish certain design criteria, and amend the same, from time to time, and sets forth the initial design criteria. The Architectural Committee has amended the design criteria to establish the following minimum standards and guidelines:

a. Exterior siding material shall consist of brick, stone, a high grade of cedar, cypress or redwood siding, cementitious lap siding, stucco, synthetic stucco or a combination.

b. Roof materials shall consist of cedar shake, concrete or clay tiles, pressed metal shingles or standing seam galvalume (or equivalent) metal roofs.

c. The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby houses.

d. Highly reflective and bright colors are prohibited.

e. Unless otherwise approved by the Architectural Committee, the elevation of the first habitable floor shall be a minimum of three (3) feet, six (6) inches above the natural grade at the perimeter of the house.

f. Unless otherwise approved by the Architectural Committee, all brick houses shall be brick on all sides. Unless otherwise approved by the Architectural Committee, all stucco houses shall be stucco on all sides.

g. Chimney stacks shall be on foundations and be veneered with brick, stone or stucco to match the exterior of the house. All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.

h. Any plumbing and heating vents penetrating the roof must be located at the rear of the house or to a side of the house not visible from a roadway, and stacks, vents and flashings must have a dark finish to match the color of the roof.

i. All exposed foundations shall be finished consistent with the exterior siding material.

j. Exterior shutters shall be vinyl or other material which does not require painting and will withstand harsh weather conditions.

k. Storm doors shall not be allowed. Roll-up hurricane shutters shall be allowed.

l. Structures for vehicles may be located under the house or may be detached from the house and either connected or not connected to the house by a roof or trellis. An apartment may be constructed above the garage subject to approval by the Architectural Committee. The architectural character of the design shall match the house design. Open carports are not allowed. Doors for vehicular entry shall be placed on a side of the garage that opens onto a motor court. Garage doors may not be located on either end of the garage facing the street (or streets). All garage doors shall be of traditional design with flat panels, rail and style construction appearance, side hinged, and constructed of wood or metal. Manufacturer's literature or detailed design drawings explaining the desire of the doors must be submitted.

m. Materials used for driveways must be approved by the Architectural Committee. Driveways constructed of limerock shall be covered with pea gravel, #57 limerock stones or other material approved by the Architectural Committee.

n. Roofs shall have a 6/12 minimum roof pitch.

o. Windows shall be of a quality that will withstand harsh weather conditions.

p. Any dock or pier shall be subject to the approval of the Architectural Committee and the Declarant and will be further subject to approval and permitting by all

governmental authorities having jurisdiction. Costs of permitting and construction shall be the sole responsibility of the Owner. No private dock shall exceed 150 feet in length unless approved by the Declarant in the Declarant's sole discretion.

q. The general architectural style for houses within the Properties shall have as its origins American Coastal, Florida vernacular traditions, and shall respond to existing City of Apalachicola architecture in terms of scale, proportions, detailing and colors. Houses and landscaping shall be integrated. Construction shall be consistent with Florida low country, coastal climate.

4. Article XXVIII of the Declaration is hereby amended to substitute "Exhibit C" attached hereto for the "Exhibit B" attached to the Declaration and referred to in Article XXVIII.

5. Article XXX of the Declaration is hereby amended in its entirety to read as follow:

**ARTICLE XXX  
BUFFER, CONSERVATION EASEMENT AND ENVIRONMENTAL PROTECTION**

The Properties are subject to the terms and conditions of the Amended Development Order issued by the Board of County Commissioners of Franklin County on December 3, 1996, and recorded in Official Records Book 568, Page 157, of the Public Records of Franklin County, Florida (the "Amended Development Order"). Pursuant to the Amended Development Order, the Declarant hereby reserves, excepts, imposes, grants and creates to and on behalf of the Declarant and the Association, and to their respective future grantees, a conservation easement over, across and under the wetlands as depicted on "Exhibit B" attached hereto and the fifty (50) foot buffer area around the major wetland as depicted on "Exhibit B" attached hereto. Except as provided herein, such specific activities as authorized pursuant to the Amended Development Order and creation, enhancement and maintenance of wetlands as mitigation, the following activities are prohibited on the property subject to this conservation easement:

1. Construction or placing of buildings, roads, signs, fences, billboards or other advertising, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required or authorized by the appropriate governmental authority;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

Structures or activities that are exempt from the provisions of this conservation easement include water elevation staff gauges, trails and boardwalks necessary for reasonable access and

approved by the Association, and the installation, maintenance, repair or improvement of stormwater management facilities approved by Florida Department of Environmental Protection within the fifty (50) foot buffer around the major wetland.

All Owners and their tenants, guests and invitees shall fully comply with all terms and conditions of the conservation easement. The Association shall be responsible for monitoring the property subject to the conservation easement, and the Association shall have the right to take such actions as may be required to ensure compliance with the conservation easement and all terms and conditions of the Amended Development Order. Any Owner who violates any term or condition of the conservation easement or the Amended Development Order shall be responsible for and pay all costs, damages, fines and expenses resulting from such violation.

The Declarant and the Association, or either of them, shall have the right to grant and convey to Florida Department of Environmental Protection a separate conservation easement which more specifically describes, by a metes and bounds legal description, or otherwise, the property subject to the conservation easement. The conservation easement granted and conveyed to Florida Department of Environmental Protection may include all prohibitions, limitations and other provisions set forth herein. Each Owner of a Lot which is subject to the Conservation Easement shall take title to the Lot subject to the right of the Declarant and the Association, or either of them, to grant the additional conservation easement in accordance with the foregoing terms and provisions. All terms and conditions contained herein with respect to the responsibilities and liabilities of the Owners, and the responsibilities and rights of the Association, with respect to the conservation easement set forth herein shall apply to the conservation easement granted to Florida Department of Environmental Protection.

6. Article XXX of the Declaration is hereby further amended to substitute "Exhibit B" attached hereto for the "Exhibit B" attached to the Declaration and referred to in Article XXX.

7. Any portion of "Exhibit B" attached hereto which depicts any property not included in the Properties shall be subject to change and shall not be considered a part of, or subject to, this Declaration until such additional property is annexed under the terms of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

C Jones  
Cassandra Jones  
Print or type name.

Gramercy Plantation, L.C.

By: [Signature]  
Name: PERKINS INC  
Its: Member - Manager

(Corporate Seal)

Print or type name.

STATE OF FLORIDA  
COUNTY OF FRANKLIN

*AS PRESIDENT  
PEREMANUS, INC.*

The foregoing instrument was acknowledged before me, this 28<sup>th</sup> day of OCTOBER, 2004, by OLIVIER MONRO, as MEMBER MANAGER of Gramercy Plantation, L.C., a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced NA as identification.



Bonnie M. McNeil  
MY COMMISSION # DD087822 EXPIRES  
January 29, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

*Bonnie McNeil*  
Signature  
BONNIE MCNEIL

Print or type name.

NOTARY PUBLIC

My Commission Expires:

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