





Exhibit "1"

**AMENDMENT TO THE  
CAPE POINTE DECLARATION OF COVENANTS AND RESTRICTIONS**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

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**1. The last paragraph of Article VIII.O of the Declaration shall be amended to read as follows:**

"Under other provisions contained in this Article VIII.O of the Declaration, each owner is responsible to provide termite, fire ant and carpenter ant treatment ("treatment") to his or her unit. In the event that there is termite, fire ant or carpenter ant infestation in one or more units in a building and in order to treat such infestation, the entire building must be treated (such as tenting of the building), then the following shall apply:

1. The Corporation may, but shall not be required to, contract to have the entire building treated, without the necessity of agreement of any of the owners of units in the building. If the Corporation contracts for the treatment, the cost shall be assessed equally to the owners in the building as an individual Assessment, whether or not the applicable unit involved was experiencing termite infestation.
2. The following shall apply whether the treatment is contracted for by the Corporation or one of more owners: If necessary to accomplish termite treatment, all occupants in the building (whether owners, lessees or otherwise) must vacate the building for the time period required upon notice. Notice will be deemed received by all occupants in a unit if a notice is received by any occupant over the age of seventeen (17) years. Failure or refusal of any occupant to vacate as required shall entitle the requesting owner(s) of the Corporation to a temporary injunction ordering removal.

The Corporation and owner(s) in such an action shall be entitled to costs and reasonable attorneys' fees. Each vacating occupant shall bear responsibility for damages and injuries caused to him/her or to his/her

unit/property by the termite treatment, without any action against the Corporation or any other owner or occupant. (This shall not preclude any action where an owner's or occupant's negligence or intentional wrongdoing causes damage or injury to another and shall not preclude an action against the termite treatment control company or concern). Each vacating occupant shall also be responsible for his/her own lodging, meals and other expenses in connection with vacating of the unit, without any contribution from the Corporation or any other owner or occupants. In the event of any dispute arising under the provisions of this paragraph in connection with termite treatment, any party may request the Board of Directors to settle the dispute. In such case, the Board's decision shall be binding; provided that, however, the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator; such arbitrator shall choose one additional arbitrator, and a decision shall be by a majority of all the arbitrators and shall be binding. Each party shall bear the cost of his arbitrator.

Notwithstanding any provision contained in this Declaration to the contrary, the Corporation shall be obligated to provide exterminating services other than for termites, fire ants and carpenter ants, as a common expense of the Association. In order for the Corporation to perform such service, the Association shall have the right to enter the lot and unit. To the extent that an owner performs such service on his or her own or denies access to the Corporation, the owner shall not be relieved of his or her obligation to pay assessments as provided for in the Declaration, Articles of Incorporation and By-Laws, and the owner shall be liable to the Corporation if the owner's provision or denial of service causes an expense or damage to the Corporation."

**NOTICE: EXCEPT AS AMENDED ABOVE, THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BE EFFECTIVE WHEN RECORDED IN THE PUBLIC RECORDS.**