

Prepared By:
Asbury Plantation Homeowners Association, Inc.
Board of Directors
4213 County Road 218
Suite 1
Middleburg, FL 32068

**FOURTH AMENDMENT TO MASTER
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
ASBURY PLANTATION**

THIS FOURTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ASBURY PLANTATION, is made and entered as of 9 July 2015, by the ASBURY PLANTATION HOMEOWNER ASSOCIATION INC., a Florida not for profit corporation (hereinafter referred as the "Asbury Plantation HOA") having an address of 4213 County Road 218, Suite 1, Middleburg, Florida 32068.

RECITALS:

A. Reference is made to that Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation made by Asbury Preserve Inc., a Florida corporation, CCD Ventures, Inc., a Florida corporation and D.R. Horton, Inc., a Florida corporation (collectively the "Original Developer") and recorded on January 4, 2008 in Official Records Book 2979, page 1537, of the Public Records of Clay County, Florida, as amended by that First Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation made by Original Developer and recorded on June 12, 2009 at Official Records Book 3116, Page 1304 of the same Public Records, as amended by that Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation made by Original Developer and recorded at Official Records Book 3160, Page 2091 of the same Public Records, as amended by that Third Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation made by Original Developer and recorded on May 12, 2010 at Official Records Book 3210, Page 957 of the same Public Records (collectively the "Declaration"). All capitalized words that are not defined in this amendment shall have the same meaning as defined in the Declaration.

B. Pursuant to Article XII, Section 16 of the Declaration, Original Developer

assigned the Asbury Plantation Homeowners Association, Inc., a Florida Corporation, all rights, powers, privileges, authorities and reservations given to or reserved by Developer when Class B membership of the Developer terminated on February 23, 2015.

C. Asbury Plantation Homeowners Association, Inc., desires to amend the Declaration pursuant to the rights reserved to the Asbury Plantation Homeowners Association, Inc. under Article XII, Section 12 of the Declaration.

NOW THEREFORE, Asbury Plantation Homeowners Association, Inc., pursuant to the reserved rights under the Declaration, hereby amends the Declaration in the following manner:

1. Association

Article V, Section 5, is amended to read in its entirety as follows:

The following amendment is made to the Second Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation, recorded in Official Records Book 3160, Pages 2091-2094 of the Public Records of Clay County, Florida.

Referring to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation, recorded in Official Records Book 2979, Pages 1537-1562 of the Public Records of Clay County, Florida, Association, Article V, Section 5.

Fourth Amendment shall amend the Master Declaration of Covenants, Conditions, Restrictions and Easements and Second Amendment to read:

Asbury Plantation is a "gated community". The Association shall install and maintain security gates at both entrances to the community. In addition to the gates, security cameras at both entrances will be installed and maintained to electronically capture any damages to the gates.

2. Covenants for Maintenance Assessments

Article VII, Section 6(a), is amended to read in its entirety as follows:

The following amendment is made to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation, recorded in Official Records Book 2979, Pages 1537-1562 of the Public Records of Clay County, Florida.

Any maintenance assessments billed December 1st. and due January 1st. of each calendar year for the following years assessment, not paid within thirty (30) days after the due date, January 31st. of each calendar year, shall be subject to a fifty dollar (\$50.00) late fee by the Association Board Of Directors and shall bear interest at the rate of eighteen (18%) percent annum (or the maximum rate allowed by law if less) until paid. A payment schedule may be arraigned with the current management company, prior to January 31st., although not to extend beyond April 30th. without any late fee being incurred. All maintenance assessment funds delivered by mail or hand delivered to the management company will be posted as "Date Received" not "Date Mailed" when determining if a late fee will be imposed. The Annual Budget Board Meeting in November of each year will determine the next years maintenance assessment amount.

3. General Provisions

Article XII, Section 17, is amended to read in its entirety as follows:

The following amendment is made to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Asbury Plantation, recorded in Official Records Book 2979, Pages 1537-1562 of the Public Records of Clay County, Florida.

Any amendment so adopted by the Association shall be effective upon the recordation in the public records of Clay County of a copy the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association. The Declaration(s) shall automatically update to the Florida State Statutes as changed from time to time.

4. Limitation

Except as amended by this Fourth Amendment, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, the Association has caused its duly authorized officers to execute this Fourth Amendment as of the date first above written.

Signed, sealed and delivered
In the presence of:

Asbury Plantation Homeowners Association, Inc.

By: 

Greg Wojciechowski, President

Sign: 

Print Name: DONALD E. ALLEN

Sign: Diane K. Despres

Print Name: Diane K. Despres

Asbury Plantation Homeowners Association, Inc.

By: [Signature]
James Peavey, Secretary

Sign: [Signature]

Print Name: DONALD E. ALLEN

Sign: Diane K. Despres

Print Name: Diane K. Despres

STATE OF FLORIDA
COUNTY OF CLAY

The forgoing instrument was personally acknowledged before me this 10 day of August, 2015 by Greg Wojciechowski who stated that he is the current President of the Asbury Plantation Homeowners Association, Inc., a Florida Corporation and James Peavey who stated he is the current Secretary of the Asbury Plantation Homeowners Association, Inc., a Florida Corporation, they further stated that they were duly authorized to in such capacity to execute the foregoing for and on behalf of the Asbury Plantation Homeowners Association, Inc., and that they have done so for the purposes therein mentioned and set forth.

[Signature]
Notary Public
State of Florida

My Commission Expires:

