

THIS INSTRUMENT PREPARED BY
AND RECORD & RETURN TO:
Robert A. Ford, Esquire
FORD, JETER & BOWLUS, P.A.
10110 San Jose Blvd.
Jacksonville, FL 32257

Book: 1607
Page: 1155
Rec: 06/18/96
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File# 9622700
John Keene
Clerk Of Courts
Clay County, FL
FEE: \$205.00



**SECOND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHRISTOPHER COVE UNIT I**

THIS SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHER COVE UNIT I is made this 10 day of June, 1996, by and among CHRISTOPHER COVE HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as the "Association"), JAMES RICKY WOOD, whose address is 9471 Baymeadows Rd., Suite 403, Jacksonville, Florida, 32256 (hereinafter referred to as "Wood"), CHRISTOPHER COVE, INC., a Florida corporation, whose address is 9471 Baymeadows Rd., Suite 403, Jacksonville, Florida, 32256 (hereinafter referred to as "Christopher Cove One"), and CHRISTOPHER COVE TWO, INC., a Florida corporation, whose address for purposes hereof is 9471 Baymeadows Rd., Suite 403, Jacksonville, Florida, 32257 (hereinafter referred to as "Christopher Cove Two").

W I T N E S S E T H:

WHEREAS, Wood has caused to be recorded in the public records of Clay County, Florida, certain Covenants, Conditions and Restrictions for Christopher Cove Unit I as recorded on March 8, 1995, in Official Records Book 1542, page 1558, as amended and restated by instrument recorded on April 7, 1995, in Official Records Book 1546, page 0749, and re-recorded on April 26, 1995, in Official Records Book 1548, page 0947, all of the public records of Clay County, Florida (the covenants and restrictions, as so

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amended, are herein referred to as the "Covenants", and the lands heretofore affected by the Covenants are herein referred to as "Unit One"); and

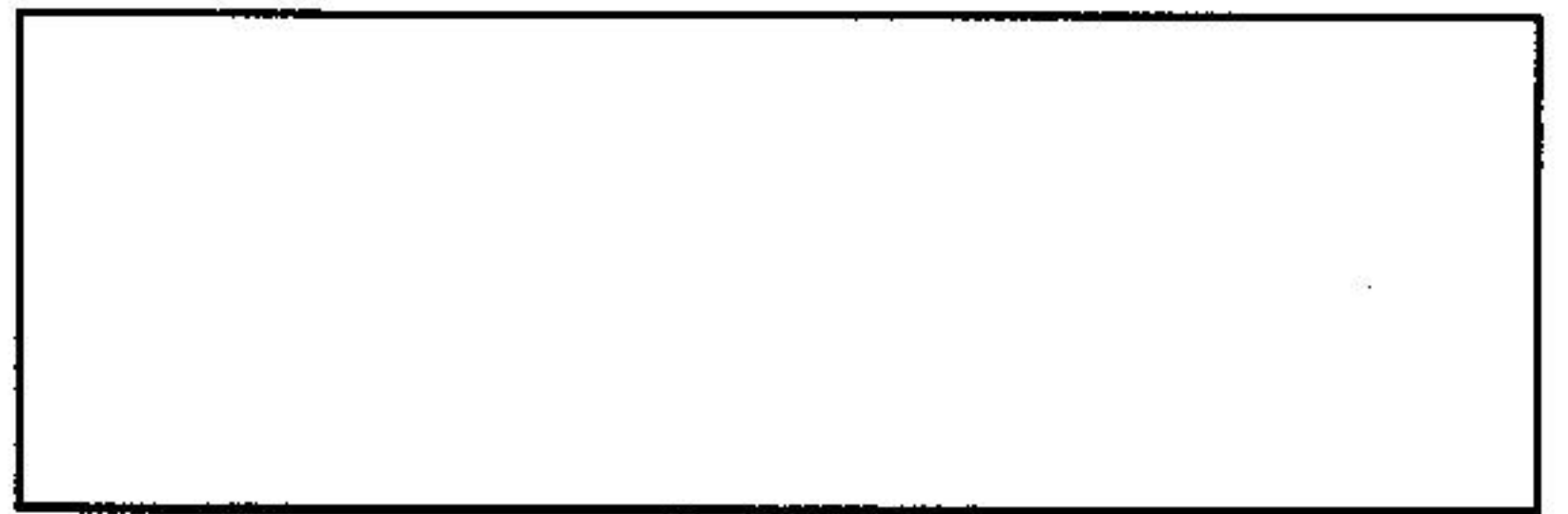
WHEREAS, the Association is a non-profit Florida corporation comprised of the owners of lots in Unit One, and the Association desires to assume additional burdens and benefits with respect to Unit Two; and

WHEREAS, the Covenants provide for the annexation of additional lands by the Developer to be subject to the Covenants and to be administered by the Association without the consent or joinder of any other party; and

WHEREAS, a part of Unit One, together with certain abutting lands described in Exhibit "A" attached hereto, are the subject of a certain Plat of Christopher Cove Unit Two (the said plat is recorded in Plat Book 29, pages 48, 49, 50 and 51, of the public records of Clay County, Florida, and is herein referred to as "Plat Two", and the lands described in Plat Two are herein referred to as "Unit Two"), and the parties desires to modify and extend the Covenants to include Unit Two;

NOW, THEREFORE, the parties, for themselves and their successors and assigns, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby modify and amend the Covenants as follows:

1. This document is intended to be a "Supplemental Declaration" as that term is defined in Article XI, paragraph 2, of the Covenants. Wood, Christopher Cove One and Christopher Cove Two, for themselves and their successors and assigns, hereby restrict the use of Unit Two, and do now place upon those lands the



covenants and restrictions set forth in the Covenants, to run with the title to that land, and the grantee of any deed conveying any lot or lots contained therein is deemed, by the acceptance of such deed, to have covenanted to observe, comply with and be bound by all of the Covenants as herein modified.

2. The Covenants shall apply to Unit One (as modified by Plat Two), and to Unit Two, in their entirety. Terms used herein shall have the meanings described herein or, if not described herein, the meaning described in the Covenants.

3. Article I, Section 1, subparagraph (i) of the Covenants is hereby amended to add the following at the end of the paragraph: "Common Property includes all similar areas and properties described in Plat Two and the water control structures and equipment located or to be located in the Retention Ponds shown on Plat Two and forming a part of the Stormwater Management System."

4. Article I, Section 1, subparagraph (l) of the Covenants is hereby amended to delete references therein contained to "JAMES RICKY WOOD" and to insert in lieu thereof: "Christopher Cove, Inc., and Christopher Cove Two, Inc."

5. Article I, Section 1, subparagraph (s) of the Covenants is hereby amended to add the following: "The term Plat shall be construed to extend to and include Plat Two."

6. Article I, Section 1, subparagraph (t) of the Covenants is hereby amended to include Unit Two.

7. Article I, Section 1, subparagraph (v) of the Covenants is hereby amended to delete the last sentence thereof and insert in lieu thereof the following: "Stormwater Management System is