

Return to:
Terrence R Jones, Esq. ✓
P.O. Box 401
Orange Park, FL 32067

SECOND AMENDMENT
TO
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, DOCTORS LANDING HOME OWNERS ASSOCIATION, INC., a Florida corporation, is an association of homeowners for the subdivision known as DOCTORS LANDING, a plat of which is recorded in Plat Book 20, pages 16-19 of the public records of Clay County, Florida, and

WHEREAS, Doctors Landing Developers, Inc., caused Covenants and Restrictions to be placed on all lots in said subdivision, said Covenants and Restrictions being recorded in Official Records Book 959, page 597, public records of Clay County, Florida, and

WHEREAS, DOCTORS LANDING HOME OWNERS ASSOCIATION, Inc., wishes to amend paragraph 25 of the Covenants and Restrictions;

NOW, THEREFORE, for and in consideration of the respective benefits to themselves and all persons claiming by, through or under them the undersigned, DOCTORS LANDING HOME OWNERS ASSOCIATION, Inc., a Florida corporation, does hereby amend said Covenants and Restrictions as follows:

Paragraph 25 is hereby amended to read as follows:

"25. Every owner of a lot, other than a Builder who acquires a lot on which to build a house for ultimate sale to a Homeowner, shall be a member of Doctors Landing Homeowners Association, Inc., a corporation not-for-profit incorporated September 7, 1989. Membership in the Association shall be appurtenant to and may not be separated from ownership of lot that is subject to assessment.

Said Association shall have the right and duty to charge reasonable fees in order to maintain and enhance grounds, planted areas and fences adjacent to and within the subdivision that is approved by a simple majority vote of the then record owners. The assessment for maintenance and enhancement, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successor in title unless expressly assumed by them."

IN WITNESS WHEREOF, DOCTORS LANDING HOME OWNERS ASSOCIATION, INC., a Florida corporation, has caused this Second Amendment to Covenants and Restrictions to be executed this 22nd day of September, 1992.

9.00
1.50
Recording \$ 10.50
Record Verified: CASSI231, D.C.
John Keene, Clerk of the Circuit Court - Clay County
File Number: 9229627 OR BOOK 1429 PAGE 0741
Recorded: 10-06-92 02:39 P.M.

Signed in the presence of:

Kathy B. Hudgins
Kathy B. Hudgins

Nancy Lee Bryant
Nancy Lee Bryant

DOCTORS LANDING HOME OWNERS
ASSOCIATION, INC.

BY: Harry M. Spafford, President
Harry M. Spafford
Its President

Attest: Jami L. Thaden Secretary
Its Secretary
Jami L. Thaden

STATE OF FLORIDA :
COUNTY OF CLAY :

BEFORE ME, the undersigned authority, personally appeared
Harry M. Spafford, as President and Jami L. Thaden
Jami L. Thaden, as Secretary, of DOCTORS LANDING HOME OWNERS
ASSOCIATION, Inc., a corporation under the laws of the State of
Florida, to me to me well known to be the individuals and officers
described in and who executed the foregoing instrument, and severally
acknowledged the execution thereof to be their own free act and deed as
such officer thereunto duly authorized; and that the official seal of
said corporation is duly affixed thereto, and the foregoing instrument
is the act and deed of said corporation.

WITNESS my hand and official seal this 22nd day of September,
1992, County and State aforesaid.

Barbara A. Mathis
Barbara A. Mathis
Notary Public, State of Florida
12-25-92
My Comm. Expires:

