

**SUPPLEMENTAL AMENDMENT TO THE COVENANTS, AND RESTRICTIONS OF
DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC.**

THIS SUPPLEMENTAL AMENDMENT TO THE COVENANTS AND RESTRICTIONS (hereinafter, "Declaration") is made this day 15 of January, 2014, by DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "the Association" which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Association and all parties having or acquiring any right, title or interest in the Property or any part thereof. This document fully replaces and supersedes the documents on file with the Clerk of the Court for Clay County, Florida as were recorded June 26, 1986 in the Official Records at O.R. 0950, Pages 597 through 601, and as amended in the Amendment to Covenants and Restrictions which was recorded November 3, 1986 in the Official Records in O.R. 997, Pages 630 through 631, and as amended by the Second Amendment to Covenants and Restrictions which was recorded October 6, 1992 in the Official Records at O.R. 1429, Pages 741 through 742 and to which the Association intends also to subject all the real property and parcels as is described in Plat Book 20, Pages 16 through 19 of the Public Records of Clay County, Florida, (Exhibit "A") and to be governed by this Declaration as well as all applicable Florida Law including Chapter 720 as it may be amended from time to time.

WHEREAS, the members of Doctors Landing Homeowners Association, Inc., declare, as agreed on January 15, 2014, by a vote or written consent of a majority in excess of 75% of the parcel owners (included within the real property described in Exhibit "A") and that said property shall be encompassed by this Declaration, as well as the attached Bylaws, Articles of Incorporation, and/or Rules and Regulations, as are herein attached, and such approval is binding on all parties who have a right, title or interest in said property or any part of said property, and to their respective heirs, successors or assigns.

NOW, THEREFORE, the Association declares that the real properties described in Exhibit "A," are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions restrictions, easements, charges, and liens contained therein, all of which are held for the sole purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, or any part thereof, and shall be binding upon any owners thereof, their heirs, successors, assigns and mortgagees.

ARTICLE 1 —MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1: Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2: Benefits and Burdens. Every person who is an Owner does by reason of taking title of land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE 2 — DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1: “Articles of Incorporation” or “Articles” refer to the Articles of Incorporation of the Doctors Landing Neighborhood Association in accordance with Florida Statute. Copy of the Articles is attached as Exhibit “B”.

Section 2.2: “Association” refers to the Doctors Landing Homeowners Association, Inc., a Florida nonprofit corporation, its successors or assigns (hereinafter “the Association”). This is the Declaration to which the Articles of Incorporation and Bylaws of the Association make reference to.

Section 2.3: “Assessment” is shared Association expenses assessed from time to time against a lot and the Owner(s) thereof.

Section 2.4: “Board” refers to the Board of Directors of the Association.

Section 2.5: “Bylaws” are the Bylaws of the Doctors Landing Neighborhood Association, as they may be amended and pertain to this declaration. Copy of the Bylaws is attached as Exhibit “C”.

Section 2.6: “Common Area” All real property that is owned by the Association (including easements, licenses, and rights to use real property) and intended for the common use and enjoyment of the Owners, including, but not limited to, the storm water systems, with all improvements constructed therein but not owned or maintained by a public or private utility company.

Section 2.7: “Lot” is any plot of land shown upon any recorded plat which is located within the Property on which one or more residential dwellings have been or could be constructed.

Section 2.8: “Majority” is recognized as a percentage higher than 50% of all the eligible voting members in the Association (in person or by proxy).

Section 2.9: “Member” is a person entitled to membership in the Association, by virtue of ownership.

Section 2.10: “Owner” is the record owner, or owners of any Lot.

Section 2.11: “Properties” are real property, including Lots and common area described in the Declaration, its attachments and exhibits, as amended.

Section 2.12 “Quorum” is a minimum percentage of Association’s membership voting (in person or by proxy) as defined in current Florida statutes.

ARTICLE 3 — MEMBERSHIP AND VOTING RIGHTS

Section 3.1: Membership. Each Owner shall be a member of the Association. Such membership shall be appurtenant to ownership of any lot and shall not be separately transferable. Membership terminates upon the transfer of ownership. Should an Owner lease his / her Lot, the Tenant is entitled use of the Common Area, however the Owner remains responsible for assessments. The Owner and Tenant(s) shall be compliant with the terms and conditions as set forth in this Declaration, the Articles, Bylaws, and any reasonable rules and regulations adopted from time to time by the Association. If an Owner is a business entity as defined by Florida law, then the individual designated in writing by the business entity and submitted in writing to the Board of Directors (or its registered agent or Management Company), shall exercise all rights of a member.

Section 3.2: Voting. Each lot shall be entitled to one (1) vote. When more than one person holds an ownership interest in any lot, all such persons shall be members of the Association however, only one person designated by the Owners of the Lot shall vote and in no event shall more than one vote be cast with respect to any lot.

ARTICLE 4 — EASEMENT OF ENJOYMENT

Section 4.1: Owners Easement of Enjoyment. Each owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with the title to the land of such Owner, subject to the following:

- (a) All provisions of this Declaration, any plat of all or any parts of the Property, and any governmental restrictions;
- (b) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Association.
- (c) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights of use not expressly created by this Declaration.

ARTICLE 5 — ARCHITECTURAL STANDARDS

Section 5.1: Architectural Standards. Unless first approved by the Architectural Control Committee, (hereinafter "the ACC") no structure shall be placed, erected, installed, or constructed (the term constructed to include within its definition clearing, excavation, grading, and other site work) upon any lot. No exterior alteration or modification of existing improvements shall take place. No external improvements requiring a permit issued by a governmental body shall take place.

Under no circumstances shall any clearing, excavation, grading, or other site work (whether associated with construction, driveway/walkway repair, tree removal, landscaping, or re-landscaping) that could possibly impede, redirect, or otherwise alter the established flow of surface water from, upon or across any lot or through any wash, swale, or drainage channel, that acts as a detriment to unrestricted water drainage at any point in development be allowed without prior approval of the ACC.

This applies to existing yards, landscaping, landscape materials or landscape objects, driveways, sidewalks, or other walkways no matter the materials used.

Any Owner who makes changes to his / her Lot without the prior approval by the ACC may be required to restore the Lot to its previous condition at the Owner's expense. If legal action is required to enforce this provision all costs incurred by the Association, including court costs, expenses, and reasonable attorney's fees, shall be considered damages and payable to the prevailing party.

Section 5.2: Architectural Control Committee. The Board of Directors may establish the Architectural Control Committee ("the ACC") to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board of Directors.

Section 5.3: Powers and Duties of ACC. The ACC shall have jurisdiction, with the Board of Directors, over any exterior modifications, additions, or alterations made on or to existing lots or structures containing lots and the open space, if any, appurtenant thereto in accordance with this Declaration. In addition, the following shall apply:

- (a) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted in writing, by either letter or electronic means, to the ACC for approval as to quality of workmanship and design, as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation.
- (b) All authority referenced in this Section with respect to the ACC shall default to the Board if the ACC is not established by the Board or does not exist for any reason.
- (c) Nothing submitted to the ACC or the Board for approval in accordance with this Article shall be deemed approved unless in writing by the ACC or the Board.
- (d) Approval must be secured prior to commencement of any alteration without exception.

If approval of such plans and specifications is neither granted nor denied within fourteen (14) days following acknowledged receipt by the association of written requests for approval, (in the form of certified mail (return receipt requested), by fax transmission confirmation, or by email acknowledgement sent by a sitting member of the ACC or Board of Directors) the party making the submission for approval shall deliver written notice (by certified mail, return receipt requested to a sitting member of the ACC or Board of Directors) requesting an immediate action. If no response is received within fourteen (14) days of sending the request, the Owner can consider the request approved. If the request is denied at any time, the Lot Owner(s) shall be entitled to one appeal to the Board of Directors of decisions made by the ACC. Such appeal must be in writing and must be submitted within fifteen (15) days from the date of the ACC's decision, addressed to a sitting member of the Board of Directors or member of the ACC, by certified mail (return receipt requested) or by email acknowledgement sent.

Neither the members of the ACC nor a designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his / her dwelling, or to paint the interior of his / her dwelling any color desired; however, modifications or alterations of a dwelling visible from outside the dwelling shall be subject to approval by the ACC or Board.

Section 5.4: Building setback requirements and building restrictions:

- (a) All buildings shall be set back a minimum of 25 feet from any street, 10 feet from all side Lot lines and 20 feet from the rear Lot line, except as hereinafter provided.
- (b) No building shall be constructed within 55 feet of the south Lot line on Lots 1 through 8 inclusive.
- (c) No trees, shrubs, or vegetation of any type may be removed from within the 15 feet easement and non-access buffer running parallel to CR-220 along the southern boundary of Lots 1 through 8 inclusive.
- (d) No above ground construction shall be allowed within 90 feet of the waterline on Lots 54 through 63 inclusive, except in ground swimming pools and pool pumps to a height of 4 feet.
- (e) Driveways on Lots 4 and 5 must open onto Nautilus Road; driveways on Lots 26 through 32 inclusive must open onto Nantucket Court.
- (f) No trees, shrubs, or vegetation of any type may be removed from Lots 4 and 5 within 25 feet of the Lot line bordering Yarmouth Drive except within 50 feet of the intersection of Yarmouth Drive and Nautilus Road.
- (g) When replacing the roof of any structure, if the intended replacement material is different in color or composition from the existing roof (e.g. asphalt shingles being replaced with different color shingle or replaced with tile, or metal), then the Owner must secure approval by the ACC prior to commencement of the replacement in accordance with the above procedures.

Section 5.5: No Waiver of Future Approvals. The approval of either the ACC or Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Owners similar proposals, plans and specifications, or drawings, submitted for approval.

Section 5.6: No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations and consistency with the community-wide standard only, and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other requirements of local, state or federal law. Neither the Association, the Board, or any member of the ACC, shall be held liable for any injury, damages or loss arising from the manner or quality of approved construction or modifications to any lot.

Section 5.7: Completion within Six (6) Months. All work, construction, building, installation, etc. which is subject to a written approval by the ACC or Board, as contemplated herein, must be completed within six (6) months from the date of such approval, unless otherwise approved by the ACC or Board.

Section 5.8: Outbuilding. Only one outbuilding allowed per property located behind the fence line. Maximum size of outbuilding/shed shall be 8 feet in height, 10 feet in width, and 10 feet in length. No sheds or outbuildings will be allowed if they can be seen from the street. If landscaping materials are going to be used for obscuring views of outbuildings, then no deciduous materials may be used as landscape. At time of installation, all plant material will be required to be at full growth and block view as no "growth time" will be allowed. A written proposal must be approved by the ACC prior to commencement of construction and/or installation. Proposal must include size, location, (where on property, behind fence), color (similar to house trim), wood or plastic (resin, vinyl, etc.) material and homeowner's plan to camouflage. Proposal must also include plans for anchoring the outbuilding to withstand heavy winds.

ARTICLE 6 — RESTRICTIONS

Section 6.1: Residential Use Only. No lot shall be used except for residential purposes and only one residence may be constructed on each platted Lot as recorded.

Section 6.2: Business Use. Notwithstanding Section 6.1 above, no trade or business may be conducted in or from any lot, except that an owner or occupant residing on a lot may conduct business activities within the Lot so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
- (b) The business activity conforms to all state and municipal zoning requirements for the properties.
- (c) The business activity is consistent with the residential character of the properties and does not constitute a nuisance, create a hazard or is of an offensive use, or threaten the security or safety of other residents of the properties.

Section 6.3: Square Footage. The living area of the main structure (area heated and cooled) exclusive of one-story open porches and garage erected on any parcel or lot shall not be less than 1800 square feet. Waterfront Lots shall not be less than 2200 square feet. Dwellings shall not exceed two stories in height.

Section 6.4: Signs and Flags. No sign of any kind shall be displayed to the public view on any lot with the exception of one standard "For Sale" or "Rent," sign or signs used by a builder to advertise the property during the construction and sales period. This section does not apply to home security, temporary garage sales, temporary yard service/home improvements or temporary political signs during an election period. Flags are restricted to those specifically allowed by Florida Statutes, Chapter 720, as it may be amended from time to time.

Section 6.5: Outbuildings. No recreational vehicle, trailer, tent, shed, storage structure, shack, garage, barn, or other outbuildings erected on any lot shall, at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

All storage sheds, potting sheds, or other structure must be approved by the ACC prior to installation or commencement of construction. All such structures must meet the ACC requirements regarding size, shape, composition of materials, color and other matters regarding appearance, as well as site location on the property giving consideration to visibility from the street and from neighboring lots.

Section 6.6: Boats, Trailers, Recreational Vehicles. Boats, boat trailers, campers, recreational vehicles, utility vehicles, and utility trailers may be stored on a lot, but only within an enclosed or screened area approved by the ACC, or such that they are not visible from the street.

Section 6.7: Wheeled Vehicles. Cars, passenger trucks, and vans must be parked or stored on paved surfaces. No vehicle of any kind may ever be parked on unpaved surfaces on any lot. No vehicle bearing commercial lettering or advertisement may be parked on the property unless parked in the garage or unless it is present at the request of the resident on the Lot in conjunction with the service or product advertised on the vehicle. Utility vehicles fitted with equipment for specialized purposes may not be parked on any lot unless it is there temporarily in conjunction with the purpose for which it was equipped. Semi-truck-cabs are prohibited at all times.

All vehicles on the property must be operational, in good repair, clean and attractive condition, and must bear a current license and registration tag as required pursuant to state law. Any repairs and maintenance of any vehicle that occurs must be conducted wholly inside a garage.

Section 6.8: Towing. Subject to applicable laws and ordinances, any wheeled vehicle parked or stored in violation of these or other restrictions contained herein may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of forty-eight (48) consecutive hours.

Section 6.9: Animals. No animals, livestock, or poultry shall be allowed on any lot. Dogs or cats, may be kept, provided however, that they are not kept, bred, or maintained for any commercial purposes, are not allowed to run loose, do not cause, create, or constitute a nuisance, for instance, but not limited to being allowed to bark outside for more than 5 minutes. All dogs must be on a leash and under the direct control of the owner/owner's designee at all times when outside of the residence or outside a fence or other confining enclosure. Pets such as birds or fish that are kept wholly within the residence may be maintained, provided that if any such pets become a nuisance, the Association shall have the right to, but not the obligation, to require their removal. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets that create disturbances or annoyances that constitute nuisances, in the sole determination of the Association. All owners of pets within the community indemnify and hold harmless the Association for any and all damages or injury that may be caused by a pet.

Section 6.10: Quiet Enjoyment and Unsightly or Unkempt Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his / her lot as follows:

- (a) All lots must be kept so that they present a neat and pleasing appearance. After construction of improvements on a lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any lot or limited common area.

- (b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the property.
- (c) All such lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenances, all in a manner with such frequency as is consistent with good property management.
- (d) Lawns, front and back, shall be mowed with such frequency as to maintain a relatively consistent height during the growing season, and edged where the lawn meets hard surfaces as well as landscape beds and around landscape features; dead or dying landscape plants should be removed and replaced.
- (e) Lawns should be regularly treated for weeds, pests, as well as fertilized; hedges and other landscape material must be kept neatly trimmed and trees pruned.
- (f) Satellite dishes are allowed, however, owners are asked to position the dishes so that they are not visible from the street. If optimum reception dictates they be installed so that they are visible from the street, owners are asked to install the dish either on the roof or in the back yard.
- (g) All sports equipment, including but not limited to, portable basketball hoops, recreational objects, landscaping tools, children's toys, or other items must be stored away when not in use so that they cannot be seen from any other lot.
- (h) No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which shall be or become an annoyance or nuisance to anyone residing on neighboring lots. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the property. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof, shall be observed. No Owner, his or her family, tenant, guest or invitee shall conduct any illegal activity or business inside the Home, including without limitation, gambling, the sale or manufacture of drugs, the sale of guns, or store or dispose of any materials designated as hazardous under Federal, State, or Local law.
- (i) All tools, including those used for landscape maintenance, must be stored out of sight so they cannot be seen from the street or any other lot after use.

The Board shall have sole discretion to determine any violations of Section 6.10.

Section 6.11: Dumping. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 6.12: Trees. No trees, taller than 20 feet and measuring 8 inches or more in diameter at a point four (4) feet above the ground level, may be removed without written permission of the ACC. Exceptions are trees which must be removed because of an emergency or for trees which are dead, diseased, or causing a threat to person or property. All wood and debris from tree removal shall be neatly disposed of and no stumps shall be visible. In the event of a violation of this provision, the Lot owner shall, at his / her own expense, replace and replant with a like kind tree.

Section 6.13: Water and Sewer-Disposal. No individual sewerage-disposal system shall be permitted on any lot. Each and every residence on each lot shall be connected to the water and sewage lines owned and operated by the Clay County Utility Company, or its successors and/or assigns. No well shall be permitted on any lot to be used for housekeeping within a residence; however, a shallow well is allowed for use in air conditioning equipment and/or for lawn watering equipment.

Section 6.14: Mailboxes. Mailboxes shall be maintained in good working order and shall be free of damaged brick work, damaged stone work, or anything else which in the opinion of the Board contributes to an unsightly condition. Mailboxes are to be fully enclosed within a brick or stucco housing and said housing must be approved by the ACC.

Section 6.15: Trash. All trash, garbage, or other waste shall not be kept except in sanitary containers, maintained in a neat and orderly fashion, and stored out of sight on all lots. All trash collection for disposal shall take place in the front of all lots.

Trash containers, along with recycling bins, must be brought to the front curb for collection and disposal no sooner than the evening before the day of scheduled pickup. Recycling bins and trash containers shall be removed within 24 hours of them being emptied. Any debris left behind after collection must be picked up by the resident(s) upon returning the containers to storage.

Section 6.16: Fences. All fences or walls over four (4) feet high shall be constructed so as to allow the passage of air through them. On corner lots, no fence, wall, hedge, or shrubbery planting shall be erected or maintained in excess of six (6) feet in height along that side of said lots which border any street. Additionally, no fence shall be constructed nearer any street than the house itself. No fences shall be installed without prior approval of the ACC. Fence heights for individual lots will not exceed eight (8) feet in height. Fences must be maintained in good condition where any sagging or broken or parts must be replaced and/or repaired.

Section 6.17: Window air conditioning units. Installation of window air conditioning units is strictly prohibited.

Section 6.18: Easements. Easements for drainage and utilities, including, but not limited to, water, sewage, electricity, drainage, power, and communications are reserved over, on and under all easements as shown on said plat, and on, in and over a ten (10) feet strip at the back of each lot, except Lots 54 through 63, and on, in and over a seven (7) feet strip along the front and side lines of each lot. Where no such easement is shown on said plat, the Association shall have the unrestricted right and power to release said easement. Said reservations shall inure to the benefit of the Association and its successors and/or assigns. The easements and right herein reserved to the Association shall not pass from the Association its deed conveying any of the Lots, but shall exist and continue in the Association only or in those persons or entities to which the Association shall have expressly conveyed said easements and rights. Additionally, as shown on the Plat, a fifteen (15) feet easement for non-access and for a wall along and inside the easement nearest to paralleling County Road 220 is hereby reserved.

ARTICLE 7 — ASSESSMENTS

Section 7.1: Creation and Purpose of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 3 of this Article. Each owner of a developed lot, by acceptance of a deed or recorded contract of sale for any portion of the properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest, which will be charged at a rate of eighteen percent (18%) per annum, or other maximum annual interest as allowed by Florida law, late charges, costs, costs of collection, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs of collection, and reasonable attorney fees also shall be the personal obligation of the person who was the owner of such lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 7.2: Effect of Non-Payment and Remedies. The Board of Directors shall have the authority to initiate all remedies available to it under law in the event of a non-payment in assessments, including bringing an action at law against the Owner personally obligated to pay the assessment, and including the ability to foreclose the lien in the same manner in which mortgages on real property may be foreclosed under Florida law, as amended from time to time.

In bringing any action, the Association is entitled to recover all costs incurred including any interest, late fees, costs of collection and attorney fees as contemplated by this Article, as well as ongoing assessments that may come due during pendency of the action. The Association shall have the right to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 7.3: Determination of Assessments.

For all calendar years, it shall be the duty of the Board, at least thirty (30) days before the beginning of each year to prepare and propose a budget that will be sufficient to meet the estimated common expenses of the Association during the coming year. Approval of the proposed budget will be as set out in the Bylaws.

The assessments to be levied against each lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted expenses of the Association. If determined by the Board to be necessary in order to meet the Association's budgetary obligations, the Board may levy by a majority vote of the board a Special Assessment applicable to that year and only for the purpose of defraying the unbudgeted expenses. The Association shall have the right and duty to charge the reasonable costs required to maintain, repair, enhance, or replace if necessary, the following:

- (a) Planted areas within and along Yarmouth Drive and CR-220.
- (b) Island on back of subdivision.
- (c) East side fence and land on back of subdivision that is between Lot 37 and Lot 54 and directly across from Lot 52, Lot 53 and Lot 38.
- (d) The strip of land around curve of Nautilus Road that lays between Lot 1 and Lot 69 and is directly across from Lot 23, Lot 24, Lot 25.
- (e) Budget shall include the fence facing CR-220 (at the entrance of the development).
- (f) Secure or maintain adequate insurance to protect the Association and its Board of Directors as may be required by Florida law, as amended from time to time.

Notwithstanding the foregoing, however, in the event the Association fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall automatically continue for the current year.

Section 7.4: Lien for Assessment. Upon recording of a notice of lien on any lot, there shall exist a perfected lien for unpaid assessments prior to and superior to all other liens, except:

- (a) All taxes, bonds, assessments, and other levies which by law would be superior thereto.
- (b) The lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value.
- (c) Any financial institution acquiring title through foreclosure of a first mortgage or through deed in lieu thereof is entitled to the "safe harbor" provision included in Section 720.3085, hereinafter "the statutory amount," as it may be amended from time to time.

Should the foreclosing lender its successors or assigns then fail to pay the statutory amount within 30 days of issuance of Certificate of Title to the property, such failure shall make the title holder liable for all late fees, interest, costs of collection, including attorney's fees, incurred by the Association or otherwise provided herein from the date the Certificate of Title is issued. Any financial institution acquiring title through foreclosure or deed in lieu thereof is liable for all assessments and special assessments that come due from the date of issuance of the Certificate of Title.

Section 7.5: Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon conveyance of the Lot. The assessment obligation for the purchaser, as contemplated by this Section 7.5, for the year in which closing occurs, shall be prorated from the date of closing through the end of the Association's current annual year, which is the calendar year.

ARTICLE 8 — GENERAL PROVISIONS

Section 8.1: Term. The covenants and restrictions of this Declaration shall run with and bind the properties, and shall insure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be renewed by a majority vote of the Board of Directors at a duly noticed meeting and re-recorded with the Clerk of the Court each succeeding thirty (30) years unless during the intervening years the members of the Association have undertaken the requirements of law that would dissolve the Association.

Section 8.2: Amendment. This Declaration may be amended only by the affirmative vote, by ballot or proxy, of Lot owners representing the majority of the total votes in the Association.

If an owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such owner has the authority to consent and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment. Any procedural challenge to any amendment to this Declaration must be filed in the County Circuit Court no later than 180 days from the date such amendment was approved.

Should the foreclosing lender its successors or assigns then fail to pay the statutory amount within 30 days of issuance of Certificate of Title to the property, such failure shall make the title holder liable for all late fees, interest, costs of collection, including attorney's fees, incurred by the Association or otherwise provided herein from the date the Certificate of Title is issued. Any financial institution acquiring title through foreclosure or deed in lieu thereof is liable for all assessments and special assessments that come due from the date of issuance of the Certificate of Title.

Section 8.3: Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The directors, officers and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

The directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any director, officer or committee member, or former director, officer or committee member may be entitled.

Section 8.4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.5: Perpetuities. No portion of these covenants, conditions, restrictions or other provisions of this Declaration shall be deemed unlawful, void or voidable for violation of the rule against perpetuities.

Section 8.6: Compliance. Every owner and occupant of any lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot owner or owners, against an owner, or the Association. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees. In addition, the Association may avail itself of any and all remedies provided. The Board shall have the sole discretion to determine any violations of these covenants and restrictions.

(BALANCE OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the undersigned, being members of the duly elected officers and/or Board of Directors of Doctors Landing Homeowners Association, Inc. herein, do hereby make this Supplemental Amendment to the Covenants and Restrictions for the Doctors Landing Homeowners Association, Inc. and cause this Declaration to be executed in its name.

Signed, Sealed and Delivered
In the presence of:
[Signature]
Witness
Print: John D. Bouds

[Signature]
Witness
Print: JOSE SAUCHEZ

STATE OF FLORIDA
COUNTY OF CLAY

Doctors Landing Homeowners Association, Inc.

[Signature]
Its President



The foregoing instrument was acknowledged before me this 18 day of February, 2014, by George McKinney, the President of Doctors Landing Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation.

George McKinney

[Signature]
Notary Public:
My Commission Expires:

Doctors Landing Homeowners Association, Inc.

Signed, Sealed and Delivered
In the presence of:
[Signature]
Witness
Print: John D. Bouds

[Signature]
Witness
Print: George McKinney

STATE OF FLORIDA
COUNTY OF CLAY

[Signature]
Its Secretary



The foregoing instrument was acknowledged before me this 18 day of February, 2014, by Julie Bouds, the Secretary of Doctors Landing Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation.

JOSE SAUCHEZ

[Signature]
Notary Public:
My Commission Expires: