

The original Covenants and Restrictions of Hillside were recorded with the Clerk of the Court, Clay County on April 16, 1999 in Book 1787, Pages 0260 through 0266.

KNOW ALL PEOPLE BY THESE PRESENTS:

KEL ENTERPRISES, INC., a Florida corporation, hereinafter called **DEVELOPER**, was the owner of all lots in **HILLSIDE** according to the plat in Plat Book 32, pages 70, 71, 72 and 73, of the public records of Clay County, Florida.

On January 15, 2002 the **DEVELOPER** relinquished rights of control and on February 22, 2002, caused turnover to the **HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.**, a Florida Corporation, hereinafter called the **ASSOCIATION**.

NOW, THEREFORE, for and in consideration of the benefit of itself and all person claiming by, through or under it, the **ASSOCIATION** does hereby impose upon all lots in **HILLSIDE** the additional Covenant and Restriction to run with the title to said lots.

The following shall be added to Line 20 of the original document as recorded in Book 1787, Page 0264 and shall read as follows:

- a. The Hillside Covenants & Restriction shall be interpreted according to the laws of the State of Florida. All parties (Lot/Homeowners) have participated in the development, amendments and negotiation of these Covenants & Restrictions, and accordingly, these Covenants & Restrictions shall not be more strictly construed against any one of the parties hereto (Lot/Homeowners).
- b. In the event litigation becomes necessary to enforce these Covenants & Restrictions, including the original; all additions, amendments and revisions that superceded the original, the prevailing party shall be entitled to collect damages, reasonable attorneys fees, paraprofessional fees, and court cost at pretrial, trial and all appellate levels. Computation of Attorneys' Fees may be done according to Civil Practice & Procedures Section of the Florida Statutes.
- c. In any action in which attorneys' fees are to be determined or awarded by the court, the court shall consider, among other things, time and labor of any legal assistants who contributed nonclerical, meaningful legal support to the matter involved and who are working under the supervision of an attorney. For purposes of this section "legal assistant" means a person, who under the supervision and direction of a licensed attorney engages in legal research, and case development or planning in relation to modifications or initial proceedings, services, processes, or applications; or who prepares or interprets legal documents or selects, compiles, and uses technical information from references such as digests, encyclopedias, or practice manuals and analyzes and follows procedural problems that involve independent decisions.

IN WITNESS WHEREOF, THE HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida corporation has caused these Covenants and Restrictions to be changed, amended or altered and executed hereto this 14 day of APRIL 2004.

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.

by: Rodney D. Breher
Rodney D. Breher, It's Agent

Amy L. Schumacher
witness

[Signature]
witness

Sworn to and subscribed before me this 14 day of April,
2004, by RODNEY D. BREHER Its Agent for
HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida
not-for-profit corporation, on behalf of the corporation.

☒ Type ID Produced FDL 0660724572120
☐ Personally known to me & did (did not) take an oath.

Amy L. Schumacher
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:



Amy L. Schumacher
MY COMMISSION # DD240277 EXPIRES
August 11, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Prepared By, Record & Return to:
Hillside HOA Secretary
PO Box 1107
Middleburg, FL 32050-1107