

Prepared by & return to:

Name: Randy G. Martinuzzi
Address: 2120 Corporate Square Blvd
Suite 3
Jacksonville, FL 32216

**FIRST AMENDMENT AND ANNEXATION
TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
LINDA LAKES**

THIS FIRST AMENDMENT AND ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINDA LAKES ("First Amendment") is made and executed this 5th day of September, 2023, by **OLD JENNINGS ESTATES INVESTMENT, INC., a Florida corporation** ("Developer"), whose address is 2120 Corporate Square Blvd, Suite #3, Jacksonville, Florida 32216, and joined by **LINDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation** ("Association") whose address is 2120 Corporate Square Blvd, Suite #3, Jacksonville, Florida 32216.

WITNESSETH:

WHEREAS, Developer executed that certain Declaration of Covenants, Conditions and Restrictions Linda Lakes, recorded on May 19, 2017 in Official Records Book 3974, PG: 2120, of the public records in and for Clay County, Florida, (Declaration) and

WHEREAS, in accordance with the provisions of Article I, Section 1.1 and Article VII, Section 7.9 of the Declaration, within 20 years of the date of the Declaration, Developer may without the consent of the Members, subject additional land to the Declaration by filing in the public records of Clay County, Florida, an amended Declaration executed by the Developer with respect to the lands to be added; and

WHEREAS, Developer is the owner of certain real property located in the County of Clay, State of Florida, more fully described as Linda Lakes Unit 2, according to Plat thereof recorded in the Plat Book 60, at Page 28 and Linda Lakes Unit 3, according to the Plat Book 62, at Page 53 of the Public Records of Clay County ("Added Property"); and

WHEREAS, Developer desires to subject the Added Property to all the terms, covenants, conditions and restrictions of the Declaration; and

WHEREAS, pursuant to Article VII, Section 7.2 of the Declaration, prior to the Transfer Event the Developer reserves and shall have the unilateral right to amend the Declaration in any manner which conforms to the general purposes and standards of the Declaration; and

WHEREAS, the Association joins in this Amendment.

NOW, THEREFORE, the undersigned Developer hereby declares as follows:

1. Annexation. The Added Property, which additional real property is contiguous to the Property originally described in the Declaration, shall be and is hereby annexed into the Linda Lakes development as of the date hereof whereupon the terms and provisions of the Declaration, as hereinafter modified and amended, shall encumber such additional Added Property as if such lands had originally been designated as part of the Property in the Declaration and, as such, shall be owned held, used, transferred, sold, conveyed, demised and occupied subject to the terms, covenants, conditions, restrictions, reservations, regulations, burdens and liens set forth in the Declaration.
2. Article V, Section 5.1 of the Declaration is hereby amended and restated in its entirety as follows:

5.1 Approval of Improvement. Except as originally constructed by the Developer or a Developer approved builder, no building, fence, wall, or other structure (including without limitation any building, outbuilding, pool, shed, garage, swing set, jungle gym, or other playground equipment, flagpole, antenna, or any such similar device) or landscaping or other feature affixed to the land shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and color and location in relation to surrounding structures and topography and finished grade elevations and landscaping, by the Developer, or by an architectural review committee composed of one (1) or more representatives appointed by the Developer or, after the Transfer Event, a representative designated by a majority of the Board of Directors. In no event shall any outbuilding, shed or free standing garage be constructed on Lots abutting any lake or other body of water. In no event shall any swing set, jungle gym, or other playground equipment be placed in the front or side yards of any Lot, it being the intent hereunder that all such improvements shall be constructed only in the rear yard of any Lot; the location, design, and color of such shed or recreational equipment must first be approved by the same methodology as any other improvement requested by this Declaration and shall be hidden from view by an approved fence and landscaping. No basketball hoops shall be placed within any right of way. No permanent basketball hoops shall be erected upon any Lot. Any basketball hoop used by an Owner on a Lot shall be of a temporary nature and shall be concealed within the garage or behind the residence away from view when not in use. Requests for approval shall be in writing delivered to Developer or the architectural review committee by Certified Mail Return Receipt Requested. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved, and the requirements of this Section 5.1 shall be satisfied. However, the inaction of the Developer or architectural review committee shall not entitle any Lot Owner to violate any of the requirements of this Declaration. The right of approval set forth herein shall pass to the Board of Directors of the Association upon the Transfer Event.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:



Printed Name: Randy G. Martinuzzi



Printed Name: Char Hatfield

STATE OF FLORIDA
DUVAL COUNTY

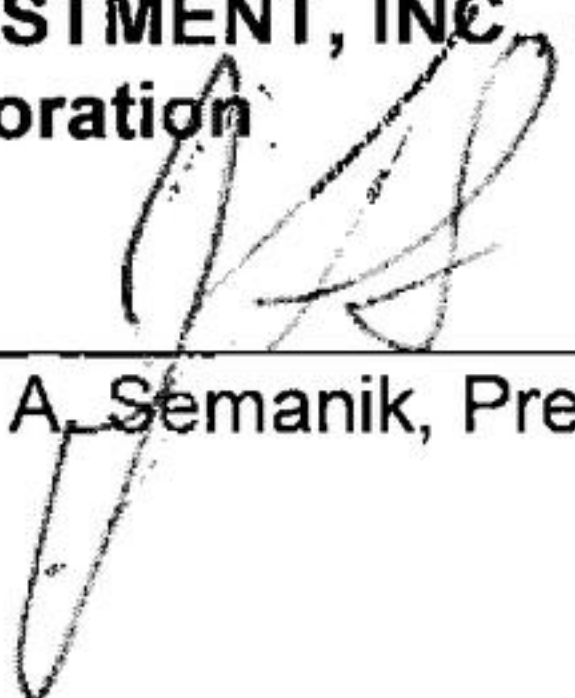
The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 7th day of September, 2023, by **JOHN A. SEMANIK**, as President of **OLD JENNINGS ESTATES INVESTMENT, INC., a Florida corporation**, on behalf of said corporation, who is personally known to me.

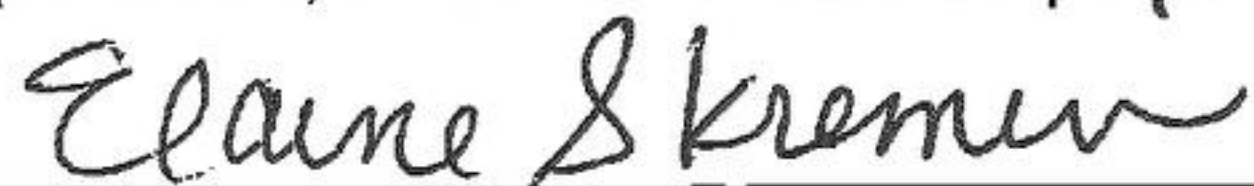


ELAINE G. KREMIN
Commission # HH 322212
Expires January 29, 2027

DEVELOPER:

**OLD JENNINGS ESTATES
INVESTMENT, INC., a Florida
corporation**

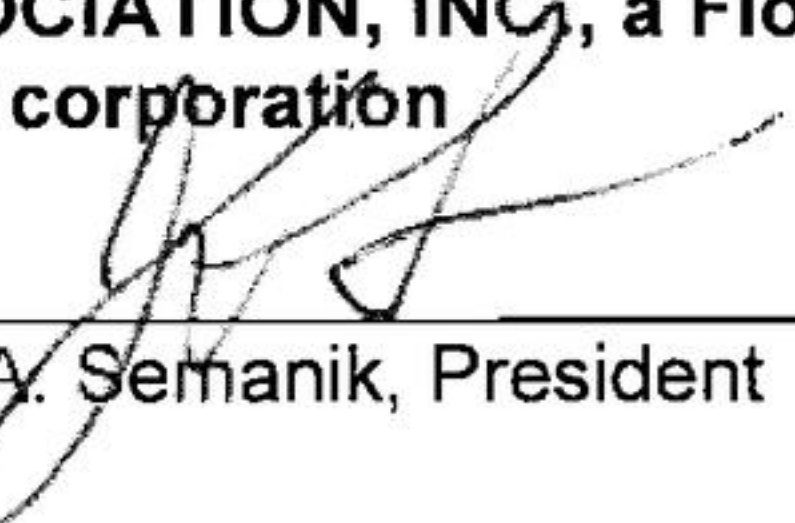
By: 
John A. Semanik, President



Print

Name: Elaine G. Kremin
Notary Public State of Florida At Large
Commission No.: HH 322212
My Commission Expires: 01/29/2027

**LINDA LAKES HOMEOWNERS
ASSOCIATION, INC., a Florida not for
profit corporation**

By: 
John A. Semanik, President

STATE OF FLORIDA
DUVAL COUNTY

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 7th day of September, 2023, by **JOHN A. SEMANIK**, as President of **LINDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation**, on behalf of said corporation, who is personally known to me.



ELAINE G. KREMIN
Commission # HH 322212
Expires January 29, 2027


Print Name: Elaine G. Kremin
Notary Public State of Florida At Large
Commission No.: HH 322212
My Commission Expires: 01/29/2027