

This Instrument Prepared by
And Return to:
Michael J. Goldsberry, Esquire
6817 Southpoint Parkway, Ste., 1801
Jacksonville, Florida 32216

**SECOND AMENDMENT TO COVENANTS
AND RESTRICTIONS OF SPENCERS LAKE**

THIS SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS OF SPENCERS LAKE, is made this 11 day of September, 2018, by SPENCERS LAKE HOMEOWNERS ASSOCIATION, INC., (hereinafter "The Association"), a Florida not for profit corporation.

WHEREAS, The Association has caused to be recorded in the Public Records of Clay County, Florida, certain Covenants and Restrictions of Spencers Lake, which are recorded in Official Records Book 1553, Page 1361, et. seq., as amended in Book 2988, page 25, et. seq., of the Public Records of Clay County, Florida (the Covenants and Restrictions as so amended are herein referred to as the "Covenants and Restrictions"); and

NOW, THEREFORE, the Association for itself and its successors and assigns, and pursuant to approval as set forth in the Covenants and Restrictions, do hereby modify the Covenants and Restrictions as follows:

ARTICLE III
Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment.

ARTICLE III
Covenant of Maintenance Assessments

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from the liability for such assessment thereafter becoming due on or from the time thereof.

ARTICLE XI
Restrictions Affecting Residential Lots

3. Temporary Structures. No shack, mobile home, trailer, tent or other temporary movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot. Sheds meeting the following criteria may be permitted with prior ARC approval.

- a. Maximum height of 11 feet.
- b. Maximum dimension of 12 feet by 10 feet.
- c. Color and style must match the existing exterior of the home.
- d. All existing sheds will be grandfathered in.

ARTICLE XI
Restrictions Affecting Residential Lots

8. PARKING. No vehicle, boat, mobile home, or recreational vehicle may be parked, stored, or repaired anywhere within the Property except functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one-ton capacity or less (collectively "Permitted Vehicle") may be parked in the garage or driveway of the Residential Unit. Boats, motor homes, recreational vehicles and other vehicles that are not permitted vehicles may be regularly parked only in the garage of a Residential Unit. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by the Association or by the Architectural Review Board. Commercial vehicles or any permitted vehicles with advertising thereon may be parked in public view on a regular basis if capacity is less than one-ton. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph. One single axil trailer may be permitted after the specifications of such have been approved by the Association or by the Architectural Review Board.

IN WITNESS WHEREOF, This Second Amendment to Covenants and Restrictions for Spencers Lake has been executed by its Officers on the day and year first above written.

Signed, Sealed and Delivered in the presence of

MPinsoni
Alfred Wells
Print name: Michelle Pinson

Gabriel N. Bolante
Print name: Gabriel N. Bolante

SPENCERS LAKE OWNERS ASSOCIATION, INC.

Alfred Wells
Alfred Wells, President

MPinsoni
Print name: Michelle Pinson

Gabriel N. Bolante
Print name: Gabriel N. Bolante

Craig Moore
Craig Moore, Secretary

MPinsoni
Print name: Michelle Pinson

Gabriel N. Bolante
Print name: Gabriel N. Bolante

Rebecca Abud
Rebecca Abud, Treasurer

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me upon being duly sworn this 11 day of September, 2018, by Alfred Wells as President of Spencers Lake Owners Association, Inc., a Florida corporation. He is personally known to me or produced *Florida Drivers License* as identification.

Elisabeth Altizer
Notary Public, State of Florida



My Commission Expires: July 30, 2019