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TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$27.00

Deputy Clerk HAMPSHIRET

This Instrument prepared by: Charles W. Brown, Jr., Esq. CRABTREE LAW GROUP, P.A. 877San Jose Blvd Building A, Suite 200 Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR DOCTORS INLET RESERVE

This Amendment to Declaration of Covenants and Restrictions for Doctors Inlet Reserve is made as of this <u>1st</u> day of July, 2022, by Doctors Inlet Reserve Homeowners Association, Inc., a Florida non-profit corporation.

WITNESSETH:

WHEREAS, BARRINGTON ESTATES, LLC, a Florida limited liability company ("Developer") caused to be recorded that certain Declaration of Covenants and Restrictions at Official Record Book 2367, page 1218, in the Public Records of Clay County, Florida, which together with its amendments thereto is hereinafter referred to as the "Declaration".

WHEREAS, the Association desires to amend the Declaration to provide for revised restrictions regarding the installation and designs of structures on Lots, and for the adoption of rental controls in the community;

WHEREAS, pursuant to Section 34 of the Declaration, the Association may amend the Declaration with the approval of two thirds (2/3) of all the Members of the Association; and,

WHEREAS, on June 27, 2022, a Membership Meeting of the members of the Association was convened with quorum, at which approval of at least two thirds (2/3) the Members of the Association was obtained;

NOW THEREFORE, the Association, by and through an affirmative vote of two thirds (2/3) of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are <u>underlined</u>, and words which are deleted are lined through with hyphens)

Number 8 OTHER STRUCTURES is amended to add language so that it reads as follows:

8. Other Structures. Subject to the restrictions contained in paragraph 13 below, the following buildings, structures and objects may be erected and maintained on a Lot only if located wholly within the rear yard of the Primary Resident and so long as height does not exceed Ten Feet (10') at its highest point when measured from the natural grade of a Lot:

The balance of 8. remains unchanged.

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Number 13. APPROVAL OF STRUCTURES is amended to read as follows:

13. Approval of Structures. For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer Association reserves the exclusive power and discretion to controland approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent wet forth herein. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions oralterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floorplans, exterior color schemes, location and orientation of the improvement on the Lot except that no proposed structure that is detached from the residence shall be approved if the maximum height exceeds Ten Feet (10') when measured from the natural grade of a Lot:

(the balance of 13. remains unchanged)

Number 20. Residing Only in Residence is amended to read as follows:

Number 20. Rent Restriction and Residing Only in Residence. Any new purchaser is prohibited from leasing any structure, including residence or outbuilding, on a Lot for a period of two (2) years from the date of purchase measured from the date of recording the deed transferring title to the Owner. A copy of any lease entered into by an Owner must be provided to the Association. No trailer, basement, garage, or any outbuilding of any kind other than a guest house shall be at any time used as a residence either temporarily or permanently.

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Doctors Inlet Reserve Homeowners Association, Inc., the date and year first above written.

Print Name: Chals Cr. Br

Print Name: Heather Taylor

DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC.,

a Florida Not for Profit Corporation

By: Gerald Felder

Its: President

Attest By: Bonnie Lawrence

Its: Secretary

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STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _______, 2022, by Gerald Felder, as President for and on behalf of Doctors Inlet Reserve Homeowners Association, Inc., (A to me well known or ()) who produced ______ as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Doctors Inlet Reserve Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Doctors Inlet Reserve Homeowners Association, Inc.

Notary Public, State of Florida My commission expires:

