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FIRST AMENDMENT TO THE PROTECTIVE COVENANTS
OF
CERTAIN LOTS OF SILVER SPRINGS SHORES, UNIT FORTY

THIS FIRST AMENDMENT TO THE PROTECTIVE COVENANTS OF CERTAIN LOTS OF SILVER SPRINGS SHORES, UNIT FORTY (“**Amendment**”) is made this ____ day of August, 2023 (the “**Effective Date**”), by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, d/b/a HIGHLAND HOMES (“**Clayton**”).

RECITALS:

A. Clayton is the owner of the lots described on **Exhibit “A”** attached hereto and by reference incorporated herein (each a “**Lot**” and collectively, the “**Lots**”).

B. The Lots are located within the plat of SILVER SPRINGS SHORES, UNIT NO. 40, Plat Book J, Page 425, as recorded in the Official Records of Marion County, Florida (“**Plat**”).

C. The Lots are subject to the PROTECTIVE COVENANTS OF CERTAIN LOTS OF SILVER SPRNGS SHORES, UNIT FORTY, dated September 24, 1974, and recorded September 26, 1974, Plat Book 654, Page 5, in the Official Records of Marion County, Florida (“**Protective Covenants**”).

D. The Protective Covenants provided for an initial term ending January 1, 1999, thereafter the Protective Covenants automatically extended for successive periods of ten (10) years unless, by vote of a majority the then owners of the lots encumbered, agreed to change covenants in whole or in part.

E. Clayton, as the fee simple title holder to a majority of the lots encumbered by the Protective Covenants hereby desires to amend the covenants in whole or in part as provided in this Amendment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof as fully as if set forth herein verbatim. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Protective Covenants.

2. Amendment. The following provisions within the Protective Covenants shall be amended as follows:

a. Section 3, Setbacks, Easements and Right of Access, shall be deleted in its entirety and replaced with the following:

“3. Setbacks, Easements, and Rights of Access. All Lots shall be accessed via the road rights of way as shown on the Plat, and dedicated to Marion County, Florida (“**County**”). All setbacks for construction of a single-family residence or any accessory structure shall be consistent with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots. All utilities, such as electricity, gas lines, drains, sewers, water supply lines, telephone, cable, and the like shall be placed in a location determined by the applicable utility provider. As required any Lot owner shall provide an easement to the utility provider in order for the utility provider to place, erect, maintain, repair and access the utility and utility facilities and equipment.”

b. Section 4, Obstruction to Sight Lines, shall be deleted in its entirety. Any fence, sign, wall, hedge or shrub planting shall comply with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots.

c. Section 5, Architectural Approval, shall be deleted in its entirety. Any structure or alteration thereto shall comply with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots.

d. Section 6, Landscaping and Maintenance, shall be deleted in its entirety. Any landscaping or maintenance obligation shall comply with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots.

e. Section 7, Nuisance, Trash, Etc., shall be deleted in its entirety. Any obligation with respect to lot appearance or noxious activity shall comply with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots.

f. Section 8, Roads, shall be deleted in its entirety. Access to the Lots shall be granted via public right of way and as shown on the Plat.

g. Section 9, Central Utilities, shall be deleted in its entirety. All utilities shall be provided by either local municipality or private provider and shall comply with the zoning and building codes and regulations of the State of Florida, the County, or any quasi-governmental agency having jurisdiction over the Lots.

h. Section 10, Use of Lakes and Covenants Pertaining to Waterfront Lots, shall be deleted in its entirety.

i. Section 11, Right to Amend Covenants and Building Restrictions, shall be deleted in its entirety and replaced with the following:

“11. Right to Amend Covenants and Building Restrictions. So long as Clayton, its successors or assigns (which shall not include a third-party purchaser that purchases a Lot from Clayton) owns a Lot, there shall be no amendment or modification to the Protective Covenants without the written consent of Clayton.

3. Lots Encumbered. The terms of this Amendment shall be applicable to only those lots shown on Exhibit “A”.

4. Governing Law, Jurisdiction and Venue. The terms and provisions of this Amendment shall be governed by and enforced in accordance with the laws of the State of Florida. The Parties acknowledge and agree that the State of Florida has jurisdiction over this Amendment and that any actions brought in connection with the interpretation or enforcement of this Amendment shall be heard in the State Courts of the County where the Protective Covenants are recorded.

5. Successor and Assigns. This Amendment shall be binding upon and inure to the benefit of Clayton and its respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, Owner has caused these premises to be executed in the manner and form sufficient to bind them as of the day and year first above written.

OWNER:

Signed, sealed and delivered in the presence of:

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, d/b/a HIGHLAND HOMES

Print: _____

By: _____
D. Joel Adams, its Vice President

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization me this ____ day of _____, 2023, by D. Joel Adams as Vice President of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, d/b/a HIGHLAND HOMES, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My commission expires: _____