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Prepared by and returned to: Michael Goldsberry, Esq. MICHAEL J. GOLDSBERRY, P.A. 6817 Southpoint Parkway, Suite 1801 Jacksonville, Fl. 32216

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS COASTAL OAKS AT ATLANTIC BEACH

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COASTAL OAKS AT ATLANTIC BEACH (the "Second Amendment") is made this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_\_, 2019 by BUCCANEER BEACH, LLC, a Florida limited liability company, ("Developer"), having an address at 1748 Scott Road, Amelia Island, FL 32034.

WHEREAS, Developer has executed the Declaration of Covenants, Conditions, Restrictions and Easements for Coastal Oaks at Atlantic Beach (the "Declaration") and recorded the Declaration in Official Records Book 17875, Page 301, of the public records of Duval County, Florida, and recorded the First Amendment to Declaration of Covenants, Conditions and Restrictions for Coastal Oaks at Atlantic Beach (the "First Amendment") in Official Records Book 18606, Page 2092, of the public records of Duval County, Florida.

WHEREAS, Article 12.9(c) of the Declaration specifically reserves the absolute and unconditional right to Developer, so long as Developer owns any of the Property, to amend the Declaration without the consent or joinder of any party in such a manner as Developer may deem necessary or convenient.

WHEREAS, developer is desirous of amending Article IX, "Use of Property", Section 9.1, "Protective Covenants", paragraph (h), "Parking", of the Declaration to remove the sentence "All vehicles shall be parked and stored within the garages."

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby amends the Declaration as follows:

"Parking. Vehicles shall only be parked or stored on the portions of a Lot which are improved for that purpose, i.e., garages and driveways. No vehicles shall be parked on the sidewalks (or obstructing a sidewalk), the Common Area, or within a street right-of-way. No commercial vehicle, vehicles with lettering, boats, trailers or recreational vehicles may be stored or parked within the Property except wholly within a closed garage. Temporary parking of commercial vehicles shall be permitted while the driver thereof is on business delivering goods or services to a customer within the Property. No vehicle of any type which is abandoned or inoperative shall be stored, parked or kept in the Common Area nor shall any such vehicle be stored, parked or kept on any Lot if it can be seen from any other Lot or from any street within the Property, and no vehicle or other mechanical equipment may be dismantled or parts thereof stored on any Lot for a period of more than 24 hours. Only vehicles bearing current license and registration tags, as required by state law, shall be permitted to park on any of the Property. All parking within the Property shall be in accordance with the rules and regulations adopted by the Association."

Capitalized terms as used herein shall have the same meaning as set forth in the Declaration unless otherwise indicated.

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

Signed, sealed and delivered
In the presence of

| BUCCANEER BEACH, LLC, a Florida limited liability company
| Cutton | Materine | M

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2019, by Darryl W. Crisp, as Managing Member of Buccaneer Beach, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.



Print name: GAPA JO HAU
NOTARY PUBLIC STATE OF FLORIDA
My commission expires: 8/2-1/21
Commission Number: GG138059