

PREPARED BY AND RETURN TO:

JOSEPH J. VAN ROOY, ESQ.
VAN ROOY LAW
9471 BAYMEADOWS ROAD, SUITE 103
JACKSONVILLE, FLORIDA 32256

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR AHERN TOWNHOMES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR AHERN TOWNHOMES (this "Amendment") is made this 5th day of May 2020 by **AHERN TH PROJECT, LLC**, a Florida limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is Declarant pursuant to that certain Declaration of Covenants, Easements, and Restrictions for Ahern Townhomes recorded in Official Records Book 18540, Page 416 of the public records of Duval County, Florida (the "Declaration"); as amended by that certain Amendment to Declaration of Covenants, Easements and Restrictions for Ahern Townhomes recorded in Official Records Book 18881, Page 2220 of the public records of Duval County, Florida (the "Amendment");

WHEREAS, the Plat of the Property which is encumbered by the Declaration includes certain easements as further described in the Declaration; and

WHEREAS, Declarant wishes to clarify and amend certain rights in certain Easements shown on the Plat.

NOW THEREFORE, Declarant amends and clarifies the Declaration as set forth below:

1. Section 7.3.3. of the Declaration is hereby amended and restated in its entirety as follows:

7.3.3. Easement for Encroachment. There is granted an easement for encroachment (including any encroachment due to the overhang of appurtenant structures) in favor of the Declarant, all Owners and the Association, as applicable, if any portion of the Common Property now or hereafter encroaches upon any Lot, or if any improvement to any Lot constructed by Declarant now or hereafter encroaches upon the Common Property including the Utility Easement and Access & Drainage Easement depicted on the Plat, or if the improvements constructed by Declarant on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for encroachment of overhanging portions of the roof of any dwelling Unit and the maintenance and use of the encroaching improvements in favor of the Person for whose benefit the easement is granted. The easements for encroachment described herein shall not apply to improvements made by an Owner after the conveyance of the Lot, without the express written consent of the Declarant, or the Board, if Declarant has been dissolved, in the Declarant's or Board's (as the case may be), sole discretion and such approval shall not be available for any encroachment into another Lot. As a point of clarification the permitted encroachments may include HVAC units, elevator housings, stair cases, walls and fencing (provided gates remain unlocked to permit lawn care), swimming pools, bocce ball and other sport areas, gazebos, and other items as may be approved hereunder. In accordance herewith,

(i) all Dwelling Units' outside HVAC units shall be permitted encroachments, and (ii) subject to approval hereunder Dwelling Units 1, 4, 7 and 10 shall be entitled to encroach up to eight feet (8') into the Utility Easement and Access & Drainage Easement depicted on the Plat for staircase or elevator housing installation. The encroachment of the staircase at Dwelling Unit 4 and elevator housing at Dwelling Unit 10 are hereby approved. All improvements made pursuant to this Section 7.3.3. following the sale of a Lot to an Owner shall be properly permitted, comply with all local government regulations, be approved in writing by the Declarant and/or the Board as provided herein, in Declarant's or Board's (as the case may be) sole discretion, and completed consistent with the original construction of the Dwelling Units such that the construction appears to have been completed contemporaneous with the initial construction of the Buildings.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal this 5th day of May 2020.

Signed, sealed and delivered in the presence of

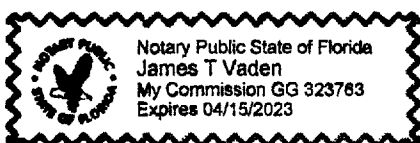
AHERN TH PROJECT, LLC, a Florida limited liability company

Crista Zeffke
Print Name: Crista Zeffke
Rachael D. Miller
Print Name: Rachael D. Miller

By: Atlantic Beach Investors, LLC, a Florida limited liability company
By: Richard J. Johnston, Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of May 2020, by Richard J. Johnston, as Manager of Atlantic Beach Investors, LLC, a Florida limited liability company, the Sole Member and Manager of AHERN TH PROJECT, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ has produced _____ as identification.



James T. Vaden
Print Name: James T. Vaden
Notary Public, State of Florida at Large
Commission No.: GG 323763
My Commission Expires: 04/15/2023