

PREPARED BY:
RIVERS LANDING RIVERS LANDING HOA
& WESTCHESTER OCHLOCKNEE LLC
P.O. Box 15887
Tallahassee, FL 32317

**THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**
for
RIVERS LANDING SUBDIVISION

This THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereafter "Third Amendment") is made this 24th day of March, 2015, by Westchester Ochlocknee LLC, a Florida Corporation and *successor of Ghazvini Properties, LLC*, having as an address in Leon County, Florida, 2810 Remington Green Circle, Tallahassee, Florida 32308, Post Office Box 15887, Tallahassee, Florida 32317 (hereafter "Declarant").

STATEMENT OF PRELIMINARY FACTS:

The Declarant has caused an AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereafter "the Declaration") to be recorded in Official Records Book 3750, at Page 244 of the Public Records of Leon County, Florida, with respect to Rivers Landing Subdivision. The Declarant and members of Rivers Landing subdivision are desirous of amending the Declaration pursuant thereto as provided below.

TERMS:

In consideration of \$10.00 and other good and valuable consideration, and incorporating the above Statement of Preliminary Facts herein, the Declarant and members of Rivers Landing Subdivision do hereby amend the Declaration as follows:

Page 4, Article V, Section (a) –First Sentence shall be replaced to read "Each Owner of any Lot by acceptance of a deed therefore, 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 for capital improvements, such assessments to be established and collected as hereinafter provided.

Page 4, Article V, Section (a)- Shall be added following the last sentence- "General Assessments shall be assessed equally to each lot owner, except that notwithstanding any provisions to the contrary, Declarant shall not be required to pay any General Assessment, whether annual or special, for any undeveloped lot until that lot is developed and occupied. Any Developer with ownership of five (5) lots or more with plans for further development shall not be required to pay annual assessments.

Page 4, Article V, Section (c) – Shall be replaced to read "The annual assessment for each single family dwelling and each attached town home is \$350.00 per year, and be collected in



January of each year. The annual assessment can be paid in monthly installments if approved by the Association”

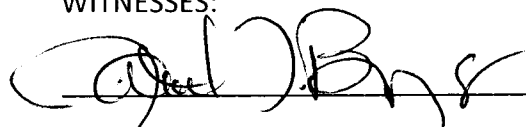
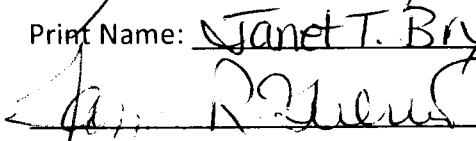
Page 7, Article VI, Section (c) (7) – Shall be replaced to read “All roof pitches, shingles (color and type), shall be approved by the Architectural Control Committee.”

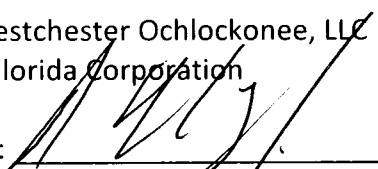
Page 9, Article VII, Section (e) – Shall be replaced to read “All rubbish, trash and garbage shall be maintained in sanitary enclosed receptacle(s) and not in public view and shall not be allowed to accumulate thereon. All storage, equipment, tools, and other personal property shall be concealed from public view and each Owner shall maintain his or her home in a neat, clean, safe and attractive condition.”

Page 12, Article X, Section (d) – Shall be added as (e) following Section (d) - “The Homeowner Association or its designated Property Management Company shall be responsible for collecting a total of fees not to exceed \$500.00 per closing on behalf of the HOA members for the issuance of Estoppels, transfer fee and or New Owner Registration fees”.

IN WITNESS WHEREOF, the Declarant and Members of Rivers Landing subdivision have caused this Third Amendment to be executed as of the day and year first above written.

WITNESSES:

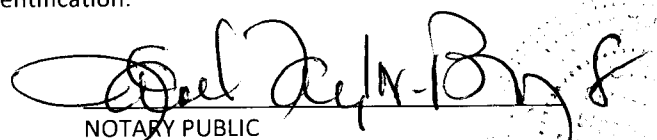

Print Name: Janet T. Bryan

Print Name: JAMES R. GUERINO

Westchester Ochlockonee, LLC
a Florida Corporation
By: 
R.R. Yates / Managing Member

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of March, 2015 by R. R. Yates, a managing member of Westchester Ochlockonee, LLC, a Florida Corporation, on behalf of said corporation.

(☒) He is personally known to me; or
(☐) He has produced _____ as identification.


NOTARY PUBLIC
My Commission Expires: 8-21-16

 JANET TAYLOR - BRYAN
MY COMMISSION # EE828913
EXPIRES August 21, 2016
FloridaNotaryService.com
(407) 398-0153

