

## DECLARATION OF COVENANTS AND RESTRICTIONS

90 28638

## OF CASA COLA LANDING

THIS DECLARATION, made as of the date hereinafter set forth, by CASA COLA, INC., hereinafter referred to as "Developer".

## W I T N E S S E T H:

WHEREAS, Developer is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

WHEREAS, the following described real property is not subject to any covenants or restrictions or record; and

WHEREAS, Developer desires to place covenants and restrictions of record as to each and every of the lots hereafter set forth, and to limit the use for which each and every of said lots is intended to that set forth hereafter.

NOW THEREFORE, Developer hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

All Lots and Blocks of Casa Cola Landing according to Plat thereof recorded in Map Book 37, Pages 22 and 77, in the Official Records of St. Johns County, Florida.

shall be held, sold and conveyed, subject to the following easements, covenants and restrictions, all of which are for the purpose of protecting the value and desirability of, which, shall be covenants and restrictions to run with said lots and binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in the Declaration shall have the following meanings:

"Association" means the Casa Cola Landing Homeowners' Association, Inc. its successors and assigns.

"Developer" means Casa Cola, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Developer for the purpose of development.

"Lot" means any plot of land shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

"Owner" means the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1. No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,600 square feet of heated area. All residence shall have a minimum of two car garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,600 square feet of living area and not considered a part thereof.

2. All septic tanks shall be in accordance with county regulation 10D6 and located in the rear of the lot or as otherwise approved by the developer. Pump house shall be in harmony with the dwelling and screened from view.

3. No construction of any buildings or structures on any lot shall be allowed until all construction and landscape plans and specifications for the proposed buildings or structures have been submitted to and approved by the Architectural Control Committee composed of the Developer, or such agent as may be appointed by said Committee, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within 15 days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

4. No structures shall be erected less than thirty (30') feet from the front or rear lot lines, or less than ten (10') feet from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

5. No fence shall be permitted upon any lot which is over six (6') feet in height. All fences must have prior approval from Developer as to type, location, size or construction. No fences may be installed from front of house to front lot line.

6. No wheeled vehicles of any kind, boats or campers may be kept or parked on the building lot or driveway unless same are screened by vegetation. Provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on the building lot. Other

vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

7. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed four (4) in number.

8. Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 11 hereof.

9. No clotheslines are to be installed on any lot unless screened from view.

10. No lot or lots shall be resubdivided.

11. Developer hereby reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company an easement for a right-of-way in all roads and streets on which the land hereby conveyed abuts, and also, in and to, a five (5) foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Developer, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

12. No noxious or offensive activity shall be carried

on upon the real property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

13. No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence either temporarily or permanently.

14. No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

15. No sign of any kind shall be displayed on any lot except the owner's name and number of residence plates and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area.

16. No satellite dishes shall be installed except in the rear yard out of view of the street.

17. All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes.

18. The owners of lots that are contiguous to retention areas shall be responsible for maintaining at their expense, in a neat and orderly fashion, the portion of the retention pond and slopes and banks thereof, situated on the owners' respective lot.

19. Every owner of a lot, including Developer shall be a member of the Casa Cola Landing Homeowners' Association, Inc. (hereinafter referred to as "the Association"). Membership shall be appurtenant to and may not be separated from ownership of said lot. The Association shall have two (2) classes of voting members as follows:

(a) Class "A" members shall be all owners with the exception of Developer and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an

interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

(b) Class "B" member shall be Developer who shall be entitled to exercise three (3) votes for each lot owned. The class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

20. Developer hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

(a) Improvement, maintenance and repair of the landscaped areas and all trees within the right of way of the dedicated roads and drives within the property.

(b) Maintenance and repair of any damage to the dedicated paved roads and drives within the property.

(c) Liability insurance insuring the Association against any and all liability to the public, to any owner or to the invitees or tenants of any owner arising out of the Association's obligation to maintain said trees and landscaped areas within the right way of the dedicated roads and drives within the property. The policy limit shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(d) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes or assessments, which the Association is required to secure or pay pursuant to the terms of this Declaration or By-Law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the benefit of lot owners or for the enforcement of these restrictions.

21. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of repairing damage to the dedicated paved roadways and drives located within the property. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

22. The annual assessments authorized herein shall commence on January 1, 1990. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Developer, for any lots which it owns, shall not be liable for assessments so long as it funds any

deficit in the operating expenses of the Association. Provided further, in its sole discretion, Developer may at any time commence paying assessments as to lots owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Association.

23. The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

24. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the property as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

25. The assessments lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due



prior to such sale or transfer. No sale or transfer shall release such for from liability for any assessments thereafter becoming due or from the lien thereof.

26. Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

27. Invalidation of any of one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

28. Any failure of the Developer or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

29. The Developer reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

30. The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Developer for a period of two (2) years, or until all lots have been sold, whichever is later.

31. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons

claiming through, by or under them until December 31, 2016.  
After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this 9th day of November, 1990.

Witnesses:

CASA COLA, INC.

a Florida Corporation

[Signature]

By: [Signature]  
Its 11/09/90

[Signature]

SWORN TO AND SUBSCRIBED before me this 9th day of November, 1990.

Bartlett S. Leonard  
Notary Public, State of Florida  
Florida at Large

My Commission Expires: 11/09/94

CLERK OF CIRCUIT COURT  
JOHN COUNTY, FLA

90 NOV -9 PM 1:46

CLERK OF CIRCUIT COURT

Recorded in Public Records St. Johns County, FL  
Clerk # 93009499 O.R. 985 PG 1366 01:50PM 04-02-93  
Recording 45.00 Surcharge 6.00

11 Mar 95.6.20

9 Mar 95

AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF CASA COLA LANDING

WE, the owners of those Lots of Casa Cola Landing according to Plat thereof recorded in Map Book 23, Pages 78 and 79, Official Records of St. Johns County, Florida, as set forth on our respective signature pages, do hereby declare that the Declaration of Covenants and Restrictions of Casa Cola Landing as set forth in Official Records Book 875, Pages 456 through 465, Public Records of St. Johns County, Florida be, and the same are hereby, amended as follows:

1. Paragraph 5 thereof be, and the same is hereby, amended to read as follows:

"5. No fence shall be permitted upon any lot which is over six (6') feet in height. All fences must have prior approval from Developer as to type, location, size or construction. Fences may be installed from front of house to front lot line with concurrence and approval of the Architectural Control Committee.

2. That in all other aspects the Declaration of Covenants and Restrictions of Casa Cola Landing shall remain in full force and effect as to the properties owned by us.

IN WITNESS WHEREOF the parties have caused these presents to be executed in counterparts and execution by any one party of any one counterpart being deemed to be execution of the entire document and the Developer is hereby authorized and directed to affix to the original hereof the execution or signature page of each such counterpart for purposes of enabling one copy with all signatures to be recorded.

Denson & CHRISTENSEN  
66 CUMM ST.  
ST. AUGUSTINE, FL

Signed, sealed and delivered CASA COLA, INC.  
in the presence of:

Valerie K. Evans  
Witness

By: Christopher R. [Signature]  
Its President

Dianne Wishard  
Witness

(CORPORATE SEAL)

Owner of All Lots, Casa Cola Landing, EXCEPT Lots 10,  
11, 12, 13, 14, 20 and 22 thereof.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared SCOTT COLE who, being by me  
first duly sworn and cautioned, deposes and says that he is  
President of CASA COLA, INC., and he has read the foregoing  
Amendment to Declaration of Covenants and Restrictions of  
Casa Cola Landing and that he executed the same as the act  
and deed of said corporation for the purposes therein  
expressed.

SWORN TO AND SUBSCRIBED before me this 9<sup>th</sup> day of  
March, A. D., 1993  
~~1991~~.

Dianne Wishard  
Notary Public, State of Florida  
at Large.

My Commission Expires: \_\_\_\_\_

DIANNE WISHARD  
Notary Public, State of Florida  
My comm. expires Oct. 22, 1993  
Comm. No. AA 717815

Signed, sealed and delivered  
in the presence of:

Sandra J. Attman  
Witness

ORA LOWERY  
ORA LOWERY

Sandra J. Attman  
Witness

JUDY LOWERY  
JUDY LOWERY

Owner of Lot 10, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments, in the County and State  
aforesaid, personally appeared ORA LOWERY and JUDY LOWERY  
who are personally known to me or who produced  
\_\_\_\_\_ as identification and who,  
being by me first duly sworn and cautioned, depose and say  
that they have read the foregoing Amendment to Declaration  
of Covenants and Restrictions of Casa Cola Landing and that  
they executed the same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 30 day of  
March, A.D., 1993.

Estelle M. Pieroni  
Notary Public, State of Fla.  
at Large.

ESTELLE M. PIERONI  
NOTARY PUBLIC, STATE OF FLORIDA  
COMM. EXP. JUNE 1, 1996  
#CC204860

Signed, sealed and delivered  
in the presence of:

Harold J. Brumby  
Witness

SCOTT COLE

John M. Brumby  
Witness

Owner of Lot No. 11, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared SCOTT COLE who, being by me  
first duly sworn and cautioned, deposes and says that he has  
read the foregoing Amendment to Declaration of Covenants and  
Restrictions of Casa Cola Landing and that he executed the  
same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of  
March, A. D., 1991.

Barbara J. Conrad  
Notary Public, State of Florida  
at Large.

My Commission Expires: 07-04-94

Signed, sealed and delivered  
in the presence of:

Kelley H. Reames  
Witness

Donald Spaulding  
DONALD SPAULDING

Pat Reames  
Witness

Owner of Lot No. 12, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared DONALD SPAULDING who, being  
by me first duly sworn and cautioned, deposes and says that  
he has read the foregoing Amendment to Declaration of  
Covenants and Restrictions of Casa Cola Landing and that he  
executed the same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 18 day of  
March, A. D., 1991.

Patricia Ann [Signature]  
Notary Public, State of Florida  
at Large.

My Commission Expires: 11/15/95

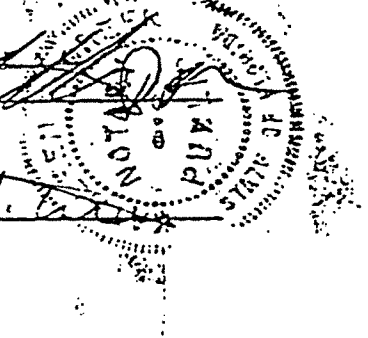
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES  
11/15/95

Signed, sealed and delivered  
in the presence of:

Virginia J. Hooker  
Witness

Sharon V. Davis  
Witness

JAMES MILITELLO  
ELAINE MILITELLO



Owner of Lot No. 13, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared JAMES MILITELLO and ELAINE  
MILITELLO who, being by me first duly sworn and cautioned,  
depose and say that they have read the foregoing Amendment  
to Declaration of Covenants and Restrictions of Casa Cola  
Landing and that they executed the same for the purposes  
therein expressed.

SWORN TO AND SUBSCRIBED before me this 7<sup>th</sup> day of  
NOVEMBER  
March, A. D., 1991.

Kathleen J. Green  
Notary Public, State of Florida  
at Large.

My Commission Expires: 1-3-95



Signed, sealed and delivered  
in the presence of:

O.R. 985 PG 1372

Lisa Mullen  
Witness

[Signature]  
Witness

Juanita Francken  
JUANITA FRANCKEN

Owner of Lot No. 14, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOENS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared ~~STEPHEN FRANCKEN~~ and JUANITA  
FRANCKEN who, being by me first duly sworn and cautioned,  
depose and say that they have read the foregoing Amendment  
to Declaration of Covenants and Restrictions of Casa Cola  
Landing and that they executed the same for the purposes  
therein expressed.

SWORN TO AND SUBSCRIBED before me this 27 day of  
March, A. D., 1993.

[Signature]  
Notary Public, State of Florida  
at Large.

GEORGIA RALLIS PARRIN  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires July 5, 1996  
Commission No. CC 212329

My Commission Expires: July 5, 1996

Signed, sealed and delivered  
in the presence of:

Valerie K. Evans  
Witness

Stephen Francken  
STEPHEN FRANCKEN

Emma J. Hobbs  
Witness

JUANITA FRANCKEN

Owner of Lot No. 14, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared STEPHEN FRANCKEN and ~~JUANITA~~  
~~FRANCKEN~~ who, being by me first duly sworn and cautioned,  
depose and say that they have read the foregoing Amendment  
to Declaration of Covenants and Restrictions of Casa Cola  
Landing and that they executed the same for the purposes  
therein expressed.

SWORN TO AND SUBSCRIBED before me this 29<sup>th</sup> day of  
March, A. D., 1993..

EMMA J. HOBBS  
Notary Public, State of Florida  
My comm. expires Jan. 16, 1995  
Comm. No. CC077975

Emma J. Hobbs  
Notary Public, State of Florida  
at Large.

My Commission Expires: Jan 16, 1995

Signed, sealed and delivered  
in the presence of:

Alia B. Grant  
Witness

Alia B. Grant  
Witness

James Blakeslee  
JAMES BLAKESLEE

Patricia L. Blakeslee  
PATRICIA BLAKESLEE

Owner of Lot No. 20, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared JAMES BLAKESLEE and PATRICIA  
BLAKESLEE who, being by me first duly sworn and cautioned,  
depose and say that they have read the foregoing Amendment  
to Declaration of Covenants and Restrictions of Casa Cola  
Landing and that they executed the same for the purposes  
therein expressed.

Carol J. Hines SWORN TO AND SUBSCRIBED before me this 26 day of  
March, A. D., 1991.

Carol J. Hines  
Notary Public, State of Florida  
at Large.

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 30, 1994

Signed, sealed and delivered  
in the presence of:

Vickie E. Heinberg  
Witness

~~FREDERICK GOLDBRONN~~

\_\_\_\_\_  
Witness

Sandra Goldbronn  
SANDRA GOLDBRONN

Owner of Lot No. 22, Casa Cola Landing

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared <sup>ONLY</sup> ~~FREDERICK GOLDBRONN~~ and  
SANDRA GOLDBRONN who, being by me first duly sworn and  
cautioned, depose and say that they have read the foregoing  
Amendment to Declaration of Covenants and Restrictions of  
Casa Cola Landing and that they executed the same for the  
purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 17th day of  
April  
~~March~~, A. D., 1991.


Meredith D. Shatt  
Notary Public, State of Florida  
at Large.

My Commission Expires 2/28/92


NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires April 29, 1992

Signed, sealed and delivered  
in the presence of:

O.R. 985 PG 1376

  
Witness

  
FREDERICK GOLDBRONN

  
Witness

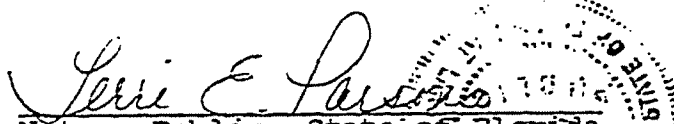
SANDRA GOLDBRONN

Owner of Lot No. 22, Casa Cola Landing

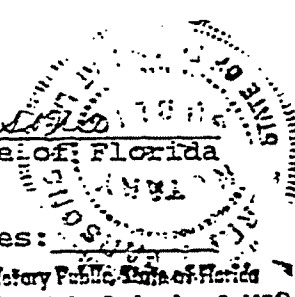
STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned officer duly authorized  
to take oaths and acknowledgments in the County and State  
aforesaid, personally appeared FREDERICK GOLDBRONN and  
SANDRA GOLDBRONN who, being by me first duly sworn and  
cautioned, depose and say that they have read the foregoing  
Amendment to Declaration of Covenants and Restrictions of  
Casa Cola Landing and that they executed the same for the  
purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 23 day of  
March, A. D., 1992.

  
Notary Public, State of Florida  
at Large.

My Commission Expires:

  
Notary Public, State of Florida  
My Commission Expires June 9, 1992  
Bonded Thru Troy Fain - Insurance Co.