Prepared By and Return To:
Clifford B. Newton, Esquire
Newton, Sheffield, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE'S CREEK

THIS DECLARATION is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Eagle's Creek, Unit One, according to the plat thereof recorded in Plat Book 47, pages 83, 83A and 83B, of the current public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Eagle's Creek Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional properties may be added by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

6. "Declarant" shall mean and refer to Hutson Land Company, Inc. and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

8. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

9. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this

Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall have a number of lots equal to the number of lots in the subdivision. The total number of votes of the Class B member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the Property and the Future Development Property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell

due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, and the storm and/or surface water management system. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall accept a District approved transfer to it from the Declarant of complete responsibility for operation and maintenance of the stormwater management system under the St. Johns River Water Management District MSSW Permit No. 40-031-0331A. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be $50.00 per year per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum

assessment may be increased more than 10% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. 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 any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of a majority of the members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant or a Builder shall be subject to any assessment until a residence has

been constructed thereon and occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no

structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued MSSW Permit No. 40-031-0331A authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

4. Sidewalks. When a dwelling is constructed on any lot, or within twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the City approved engineering plan for the subdivision. All sidewalks must conform to City standards.

5. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

6. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the Architectural Control Committee, in its sole discretion.

7. Approval of Structure. No residence, structure, fence, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 22 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots. Docks shall not be permitted.

8. Building Location and Lot Size. The location of the building on the lot and size of the lot shall conform to the zoning requirements of the City of Jacksonville as currently existing or as hereinafter amended by the City of Jacksonville. Proposed

variances shall require the prior approval of the Declarant as well as the City of Jacksonville.

9. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,400 square feet for a one-story dwelling and at least 900 square feet for the ground floor of a dwelling of more than one story, with at least 1,400 square feet for both stories combined.

10. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the Architectural Control Committee. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the lot owner to whom such exception is granted fail or refuse to comply with the terms and conditions set forth by the Architectural Control Committee. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

11. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

13. Mailboxes. Declarant shall provide locations and construct cluster mailbox receptacles, as approved by the United States Postal Service. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

14. Fences. All fences shall be constructed of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Chain link fences shall not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

15. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent, or signs

used by a builder to advertise the property during the construction and sales period. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

16. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil walls, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial use.

19. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not b visible from the street except on scheduled garbage pick up days.

20. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

21. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the property line of his lot and the street. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

22. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the Eagle's Creek Owners Association, Inc. shall have the power and right to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event

the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

24. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any lot.

25. Air Conditioning Units. No air conditioning units may be installed in any window.

26. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

27. Utility Provisions. The City of Jacksonville or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Jacksonville or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used

exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by the City of Jacksonville or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Jacksonville has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

28. Drainage and Utility Easements. The Declarant hereby reserves unto itself and grants to the Eagle's Creek Owners' Association, Inc. a perpetual, non-exclusive, alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each lot as well as the private easements on the plat. The Declarant shall have the unrestricted right and power to release said easement. The granting of easements as contained in this paragraph shall be subordinate to the Declarant's right to assign said easement to the City of Jacksonville or other parties should the Declarant desire to assign said easement rights.

The private easements noted on the plat or plats are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns.

The Declarant hereby grants to the Association an easement over the lakes as necessary for maintenance of the lakes as required in this Declaration. Declarant hereby grants to the Association access to the retention areas over the platted easements that shall be granted to the City of Jacksonville; however, the rights of the Association shall be subordinate to the

rights of the City of Jacksonville upon acceptance of the plat by the City of Jacksonville.

29. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, those covenants that pertain to requirements of the aforementioned permit, either to restrain any existing or threatened violation or to recover damages.

30. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

31. Indemnification. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plats of Eagle's Creek as follows:

> Eagle's Creek, Unit One, according to the plat thereof recorded in Plat Book 47, pages 83, 83A and 83B, of the current public records of Duval County, Florida;

hereinafter referred to as the "Plat", and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

32. Reservation for Subdivision Improvements. Hutson Land Company, Inc. reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

33. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the Property or Future Development Property; b) to amend these covenants and restrictions at any time if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions if Declarant, in its sole opinion, deems any such exception to be insubstantial and in harmony with the general purpose of these covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deem such violations necessary for construction and/or sales. Declarant may assign its right to release such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the approval of the St. Johns River Water Management District.

34. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so

violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 28th day of April, 1993.

Signed, sealed and delivered in the presence of:

HUTSON LAND COMPANY, INC.

By: Kenneth L. Johns Jr.

Its Vice President

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 28th day of April, 1993, by Kenneth L. Johns, Jr., as Vice President of Hutson Land Company, Inc., on behalf of the corporation. He is personally known to me.

Notary Public, State of Florida

CHERYL L. JOHNSGEAN
MY COMMISSION # CC 201218 EXPIRES
JULY 7, 1996
BONDED THRU ASBURY INC.

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLES CREEK
TO ANNEX
EAGLES CREEK UNIT TWO

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, at page 2320, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Eagles Creek Unit Two, according to the plat thereof recorded in Plat Book 48, pages 75, 75A and 75B, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Eagles Creek Unit Two to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Eagles Creek Unit Two shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Eagles Creek Unit Two in addition to Eagles Creek Unit One.

3. Conservation Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as Conservation Easement. "Conservation Easement" shall mean and refer to all of such areas so designated on the Plat.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the Owner of any Lot upon which there is located any Conservation Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or

unsightly or offensive materials.

c) Removal or destruction of trees, shrubs or other vegetation.

d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

B. The following activities shall constitute permitted activities (the "Permitted Activities"):

a) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40-031-0331A.

4. Paragraph 3 of Article V is amended in its entirety to read as follows:

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued MSSW Permit No. 40-031-0331A authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment shall be responsible for the continuing maintenance in compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a

special assessment against the Lot for any costs incurred as a result thereof.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 23 day of May, 1994.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Deborah H. Dunbar
DEBORAH H. DUNBAR

HUTSON LAND COMPANY, INC.

By: [signature]
Donald P. Hinson
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of May, 1994, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public, State of Florida
My comm. expires Nov 15, 1997
Comm. No. CC 330415

ELINORE C. COX

94-0078094

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

94 MAY 27 PM 1:52

RECORD VERIFIED

CLERK OF CIRCUIT COURT

Bk: 8240
Pg: 178 - 179
Doc# 95248872
Filed & Recorded
12/15/95
11:20:24 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 10.50

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE'S CREEK

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for EAGLE'S CREEK recorded in Official Records Volume 7570, at page 2320, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration from time to time; and

WHEREAS, Declarant is desirous of amending the Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. Paragraph 24 of Article V is amended to provide that satellite dishes are approved to be constructed on lots within the Property only if the following criteria are met. Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land. Satellite dishes cannot exceed 39" in diameter and cannot exceed a height, including any poles or additional installation structures, of five (5) feet.

2. Except as specifically amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 6th day of December, 1995.

Signed, sealed and delivered in the presence of:

ELINORE C. COX

JOHN GESSNER

HUTSON LAND COMPANY, INC.

By: DONALD P. HINSON
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of December, 1995, by DONALD P. HINSON, as President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Deborah H. Dunbar
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

DEBORAH H DUNBAR
My Commission CC289591
Expires May 25, 1997
Bonded by ANB
800-852-5878

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

Bk: 8534
Pg: 1589 - 1590
DocH 97019250
Filed & Recorded
01/29/97
03:28:29 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 10.50

Book 8534 Pg 1589

(3rd ?)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX EAGLES CREEK UNIT FOUR-A

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, at page 2320, of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Eagles Creek Unit Four-A, according to the plat thereof recorded in Plat Book 51, pages 3, 3A and 3B, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Eagles Creek Unit Four-A to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Eagles Creek Unit Four-A shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout

the Declaration and this amendment are hereby amended to include the above described Eagles Creek Unit Four-A in addition to Eagles Creek Unit One and Eagles Creek Unit Two.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 28th day of January, 1996.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Deborah H. Dunbar
DEBORAH H. DUNBAR

HUTSON LAND COMPANY, INC.

By: _____
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of January, 1996, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 15, 1997
Commission No. CC 330435

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

Bk: 8688
Pg: 2107 - 2110
Doc# 97172720
Filed & Recorded
08/04/97
11:11:24 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 19.50

FOURTH
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLES CREEK
TO ANNEX
EAGLES CREEK UNIT THREE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, at page 2320, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Eagles Creek to Annex Eagles Creek Unit Two in Official Records Volume 7862, page 1137, and as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Eagles Creek in Official Records Book 8240, page 178, and as further amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Eagles Creek to Annex Eagles Creek Unit Four-A in Official Records Book 8534, page 1589, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

19.50

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Eagles Creek Unit Three, according to the plat thereof recorded in Plat Book 51, pages 47, 47A, 47B and 47C, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Eagles Creek Unit Three to the Declaration.

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NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Eagles Creek Unit Three shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Eagles Creek Unit Three in addition to Eagles Creek Unit One, Eagles Creek Unit Two and Eagles Creek Unit Four-A.

3. That Article V, paragraph 4 of the Declaration is hereby amended to read as follows:

> 4. Sidewalks. When a dwelling is constructed on any lot, but in any event no later than twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to city or county standards.

3. That Article V of the Declaration is hereby amended to include the following:

> 38. Environmental Permits. The U. S. Army Corps of Engineers, the St. Johns River Water Management District, and the Florida Department of Environmental Protection have issued permits for the development of the property hereinabove described. The Permit Numbers are as follows: U. S. Army Corps of Engineers #199200891(NW-LO), the St. Johns River Water Management District #40-031-0331A, collectively known and as herein referred to as the "Permits". For any of the Permits that delineates any wetland line, whether it be federal or state, the owner, by acceptance of the deed of conveyance hereby

agrees to comply with any of such lines as delineated by any of the above referenced Permits. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permits and there shall be no construction allowed waterward of any jurisdictional line unless authorized by the appropriate permit, as aforementioned, or as allowed by any subsequent permit. In addition to any construction being authorized by the Permits themselves, any construction waterward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so long as the Declarant owns lots in the subdivision. The aforementioned Permits allow certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more particularly in the above referenced Permits, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner. By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permits as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner.

4. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 21 day of July, 1997.

Signed, sealed and delivered in the presence of:

ELINORE C. COX

DEBORAH H. DUNBAR

HUTSON LAND COMPANY, INC.

By: _____
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of July, 1997, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Notary Public, State of Florida

ELINORE C. COX
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 15, 1997
Commission No. CC 330435

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

Bk: 8977
Pg: 1296 - 1299
Doc# 98143605
Filed & Recorded
06/16/98
10:25:25 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 19.50

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT ONE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, and as further amended in Official Records Book 8688, page 2107, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit One, according to the plat thereof recorded in Plat Book 52, pages 7, 7A, 7B and 7C, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit One to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit One shall be held, sold, and conveyed subject to all of the terms, easements,

19.50

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restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit One in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, and Eagles Creek, Unit Four-A.

3. Article I is amended to add the following language as paragraph 10:

> "10. 'Lake' shall be defined as any areas designated on the Plat as "Retention/Detention Area, Lake, Lake/Stormwater Management Facility" or any other areas within the Property that are intended for the treatment, retention, detention, or storage of stormwater. This definition may also include any naturally occurring lakes or ponds within the Property."

4. Article V, Paragraph 21, is amended to include the following sentence:

> "At the time a dwelling is constructed on any lot which abuts a Lake, it is the responsibility of the Builder to sod the Lake bank to the waters' edge."

5. Article V, paragraph 38 is deleted in its entirety and the following paragraph 35 is substituted in lieu thereof:

> "35. Environmental Permits. The U. S. Army Corps of Engineers and the St. Johns River Water Management District, have issued permits for the development of the property hereinabove described. The Permit Numbers are as follows: U. S. Army Corps of Engineers #199200891 (NW-LO) and the St. Johns River Water Management District #4-031-03331A, as to Eagle Creek, Units One, Two, Three, and Four-A and U. S. Army Corps of Engineers #199300701 (NW-NF) and the St. Johns River Water Management District #4-031-0443, as to Ashley Woods, Unit One, collectively known and as herein referred to as the "Permits". For any of the Permits that delineates any wetland line, whether it be federal or state, the owner, by acceptance of the deed of conveyance hereby agrees to comply with any of such lines as delineated by any of the above referenced Permits. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permits and there shall be no construction allowed waterward of any jurisdictional line unless authorized by the appropriate permit, as aforementioned, or as allowed by any subsequent permit. In addition to any construction being authorized by the Permits themselves, any construction waterward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so

long as the Declarant owns lots in the subdivision. The aforementioned Permits allow certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more particularly in the above referenced Permits, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner. By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permits as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner."

The Permits will be transferred to the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating such Permits.

Provided, however, any Owner owning a lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the ACOE or SJRWMD, shall, by acceptance of title to the lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to its lot.

Except as required or permitted by the aforementioned Permits issued by the ACOE and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective lots, unless and until such activity is authorized by or exempt from the requirements of ACOE and SJRWMD.

In the event that an Owner violates the terms and conditions of such Permits and for any reason the Developer or the Association is cited therefor, the Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys' fees, as well as costs of curing such violation.

Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association

is dissolved, prior to such dissolution, all responsibility relating to the stormwater management system and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD."

6. Article V is amended to add the following language as paragraph 36:

"36. Vegetative Natural Buffer Easement. There shall be set aside a permanent vegetative natural buffer (the "Vegetative Natural Buffer Easement") over that portion of the properties shown on the plats. This Vegetative Natural Buffer Easement is a part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Vegetative Natural Buffer Easement is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Vegetative Natural Buffer Easement: filling or excavating, planting, sodding or removing vegetation, irrigation, or construction of fences which impede the flow of surface water.

No alteration of the Vegetative Natural Buffer Easement shall be authorized without prior written authorization from the St. Johns River Water Management District. Any damage to any Vegetative Natural Buffer Easement, whether caused by natural or human-induced phenomena, shall be repaired and the Vegetative Natural Buffer Easement returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the Vegetative Natural Buffer Easement is located."

5. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 8 day of June, 1998.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Deborah H. Dunbar
DEBORAH H. DUNBAR

HUTSON LAND COMPANY, INC.

By: [signature]
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8 day of June, 1998, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public - State of Florida
My Commission Expires Nov 15, 2001
Commission # CC689638

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

Bk: 9238
Pg: 536 - 537
Doc# 99072760
Filed & Recorded
03/25/99
09:16:18 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 10.50

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT TWO

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, and as further amended in Official Records Book 8977, page 1296, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Two, according to the plat thereof recorded in Plat Book 52, pages 61, 61A, 61B and 61C, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Two to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Two shall be held, sold, and conveyed subject to all of the terms, easements,

restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Two in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A and Ashley Woods, Unit One.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 22 day of March, 1999.

Signed, sealed and delivered in the presence of:

Deborah H. Dunbar
DEBORAH H. DUNBAR

Elinore C. Cox
ELINORE C. COX

HUTSON LAND COMPANY, INC.

By: Donald P. Hinson
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of March, 1999, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public - State of Florida
My Commission Expires Nov 15, 2001
Commission # CC 689638

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Bk: 9359
Pgs: 883-884
Doc# 99181717
Filed & Recorded
07-22-1999
01:37:03 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 10.50

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT THREE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, and as further amended in Official Records Book 9238, page 536, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Three, according to the plat thereof recorded in Plat Book 52, pages 91, 91A, 91B, 91C and 91D, of the current public records of Duval County, Florida;

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Three to the Declaration.

2

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Three shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Three in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One and Ashley Woods, Unit Two.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 20 day of July, 1999.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Linda C. Flad
Linda C. Flad

HUTSON LAND COMPANY, INC.

By: Donald P. Hinson
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of July, 1999, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public - State of Florida
My Commission Expires Nov 15, 2001
Commission # CC 689638

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Book 9949 Page 2451
Doc# 2001085712
Book: 9949
Pages: 2451 - 2452
Filed & Recorded
04/13/2001 08:00:58 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 1.50
RECORDING $ 9.00

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT FOUR

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Assignment of Declarant's Rights were terminated Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were further assigned by Assignment of Declarant's Rights recorded in Official Records Book 9949, page 2449-2450, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Four, according to the plat thereof recorded in Plat Book 54, pages 5, 5A, 5B and 5C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Four to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Four shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Four in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, and Ashley Woods, Unit Three.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 9th day of April, 2001.

Signed, sealed and delivered in the presence of:

Elinore C. Cay

Deborah H. Dunbar

INTRACOASTAL ASSOCIATES, L.L.C.

By: _____
Christopher B. Herrin, Sr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of April, 2001, by Christopher B. Herrin, Sr., as President of INTRACOASTAL ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

DEBORAH H. DUNBAR
Notary Public - State of Florida
My Commission Expires Jun 10, 2001
Commission # CC654656

Deborah H. Dunbar
Notary Public, State of Florida

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Doc# 2001170303
Book: 10065
Pages: 859 - 860
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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 1.50
RECORDING $ 9.00

5 MIN. RETURN
PHONE # 645-3622

NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLES CREEK
TO ANNEX
ASHLEY WOODS, UNIT FIVE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Five to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Five shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Five in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, and Ashley Woods, Unit Four.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 11 day of July, 2001.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Linda C. Flad
LINDA C. FLAD

INTRACOASTAL ASSOCIATES, L.L.C.

By: Christopher B. Herrin, Sr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of July, 2001, by Christopher B. Herrin, Sr., as President of INTRACOASTAL ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Doc# 2001266425
Book: 10194
Pages: 142 - 144
Filed & Recorded
10/18/2001 02:19:04 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 2.00
RECORDING $ 13.00

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT SIX

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Six, according to the plat thereof recorded in Plat Book 54, pages 67, 67A, 67B and 67C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Six to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Six shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Six in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four and Ashley Woods, Unit Five.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 16th day of October, 2001.

Signed, sealed and delivered in the presence of:

Deborah H. Dunbar
DEBORAH H. DUNBAR

Elinore C. Cox
ELINORE C. COX

INTRACOASTAL ASSOCIATES, L.L.C.

By [signature]
Christopher B. Herrin, Sr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of October, 2001, by Christopher B. Herrin, Sr., as President of INTRACOASTAL ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Deborah H. Dunbar
Notary Public, State of Florida

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Doc# 2002003869
Book: 10298
Pages: 2372 - 2374
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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 2.00
RECORDING $ 13.00

5 MIN. RETURN
PHONE # 928-0014

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT SEVEN

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, and as further amended in Official Records Book 10194, page 142, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Seven, according to the plat thereof recorded in Plat Book 54, pages 80, 80A, 80B and 80C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Seven to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Seven shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Seven in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four, Ashley Woods, Unit Five and Ashley Woods, Unit Six.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 2nd day of January, 2002.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Deborah H. Dunbar
DEBORAH H. DUNBAR

INTRACOASTAL ASSOCIATES, L.L.C.

By: Christopher B. Herrin
Christopher B. Herrin, Sr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of January, 2002, by Christopher B. Herrin, Sr., as President of INTRACOASTAL ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Deborah H. Dunbar
Notary Public, State of Florida

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Inst: 2002081354
Book: 10409
Pages: 692 - 697
Filed & Recorded
03/22/2002 01:39:23 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 3.50
RECORDING $ 25.00

TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT EIGHT

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, as further amended in Official Records Book 10194, page 142, and as further amended in Official Records Book 10298, page 2372, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Eight, according to the plat thereof recorded in Plat Book 54, pages 96, 96A, 96B and 96C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Eight to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Eight shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. **ARTICLE I - DEFINITIONS paragraph 2** is hereby amended to include the following language:

> "Conservation Easement Area" shall mean and refer to all such property so designated as Tract A upon any recorded Subdivision Plat or Plats of the Properties. The Declarant reserves the right to add lands to the Conservation Easement Area."
>
> "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book 54, pages 96, 96A, 96B and 96C, of the current public records of Duval County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided."

3. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include

the above described Ashley Woods, Unit Eight in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four, Ashley Woods, Unit Five, Ashley Woods, Unit Six and Ashley Woods, Unit Seven.

4. Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as Conservation Easement. "Conservation Easement" shall mean and refer to all of such areas so designated on the Plat.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the Owner of any Lot upon which there is located any Conservation Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs or other vegetation.

d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts or uses detrimental to such retention of land or water areas.

h) Acts or uses of detrimental to the preservation for the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

B. The following activities shall constitute permitted activities (the "Permitted Activities"):

a) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40-031-18178-4.

5. **ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS, paragraph 2** is hereby amended to include the following language:

"Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements."

6. **ARTICLE V - LAND USE AND BUILDING TYPE, paragraph 3** is hereby amended to include the following language:

"The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns Water Management District."

7. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 13 day of March, 2002.

Signed, sealed and delivered in the presence of:

Deborah H. Dunbar
DEBORAH H. DUNBAR

Elinore C. Cox
ELINORE C. COX

INTRACOASTAL ASSOCIATES, L.L.C.

By: Christopher B. Herrin
Christopher B. Herrin, Sr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of March, 2002, by Christopher B. Herrin, Sr., as President of INTRACOASTAL ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Deborah H. Dunbar
Notary Public, State of Florida

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

5 MIN. RETURN
PHONE # 6453622

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Doc# 2002259910
Book: 10664
Pages: 1893 - 1895
Filed & Recorded
09/16/2002 08:31:55 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 2.00
RECORDING $ 13.00

THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT NINE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, as further amended in Official Records Book 10194, page 142, as further amended in Official Records Book 10298, page 2372, as further amended in Official Records Book 10409, page 692, and which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 10664, page 1891, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

3

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Nine, according to the plat thereof recorded in Plat Book 55, pages 46, 46A, 46B and 46C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Nine to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Nine shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Nine in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four, Ashley Woods, Unit Five, Ashley Woods, Unit Six, Ashley Woods, Unit Seven and Ashley Woods, Unit Eight.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 12 day of September, 2002.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Deborah H. Dunbar
Deborah H. Dunbar

HUTSON LAND COMPANY, INC.

By: [signature]
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of September, 2002, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Deborah H. Dunbar
Notary Public, State of Florida

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

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Doc# 2003129693
Book: 11050
Pages: 1986 - 1988
Filed & Recorded
04/24/2003 09:01:14 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING $ 13.00
TRUST FUND $ 2.00

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT TEN

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, as further amended in Official Records Book 10194, page 142, as further amended in Official Records Book 10298, page 2372, and as further amended in Official Records Book 10409, page 692, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 10664, page 1891, and as further amended in Official Records Book 10664, page 1893, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

3

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Ten, according to the plat thereof recorded in Plat Book 55, pages 98, 98A, 98B, 98C and 98D, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Ten to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Ten shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Ten in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four, Ashley Woods, Unit Five, Ashley Woods, Unit Six, Ashley Woods, Unit Seven, Ashley Woods, Unit Eight and Ashley Woods, Unit Nine.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 10 day of April, 2003.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Cami Gomez
Cami Gomez

HUTSON LAND COMPANY, INC.

By: [signature]
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of April, 2003, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public, State of Florida
My comm. exp. Nov. 15, 2005
Comm. No. DD 068028

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Book 11087 Page 781

5 MIN. RETURN
PHONE # 645-3622

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Filed & Recorded
05/12/2003 08:36:28 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING $ 13.00
TRUST FUND $ 2.00

FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, as further amended in Official Records Book 10194, page 142, as further amended in Official Records Book 10298, page 2372, and as further amended in Official Records Book 10409, page 692, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 10664, page 1891, as further amended in Official Records Book 10664, page 1893, and as further amended in Official Records Book 11050, page 1986, all of the current public records of Duval County, Florida, as subsequently amended (the "Declaration"); and

(3)

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Lots 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520 and 521, Ashley Woods, Unit Ten, according to the plat thereof recorded in Plat Book 55, pages 98, 98A, 98B, 98C and 98D, of the current public records of Duval County, Florida

(hereinafter referred to as the "Lots"); and

WHEREAS, Declarant is desirous of amending the Declaration as to the above referenced Lots;

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. Declarant has established a thirty foot (30') buffer to run along the rear of all the Lots aforementioned in this Fifteenth Amendment, as more particularly shown on the Plat of Ashley Woods Unit Ten, as recorded in Plat Book 55, page 98, of the current public records of Duval County, Florida.

2. Declarant does hereby reserve the right to place within said Buffer and does hereby subject said Lots containing said Buffer to certain landscaping, fencing, certain natural areas, sidewalks and any other structures or pedestrian areas incidental to the development of the aforementioned Buffer area.

3. The maintenance of the fencing and all landscaping, certain natural areas, sidewalks and any other structures or pedestrian areas located between the fencing and Ashley Melisse Boulevard shall be the responsibility of the Eagles Creek Homeowners Association.

4. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 7 day of May, 2003.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Cami Gomez
Cami Gomez

HUTSON LAND COMPANY, INC.

By: [signature]
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of May, 2003, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Doc# 2003218471
Book: 11202
Pages: 693 - 695
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07/09/2003 10:30:02 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING $ 13.00
TRUST FUND $ 2.00

SIXTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLES CREEK TO ANNEX ASHLEY WOODS, UNIT ELEVEN

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by **HUTSON LAND COMPANY, INC.**, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Eagles Creek recorded in Official Records Volume 7570, page 2320, as amended in Official Records Volume 7862, page 1137, as further amended in Official Records Book 8240, page 178, as further amended in Official Records Book 8534, page 1589, as further amended in Official Records Book 8688, page 2107, as further amended in Official Records Book 8977, page 1296, as further amended in Official Records Book 9238, page 536, which Declarant's rights were assigned by Assignment of Declarant's Rights recorded in Official Records Book 9293, page 1283, and as further amended in Official Records Book 9359, page 883, which Declarant's rights were terminated by Termination of Assignment of Declarant's Rights recorded in Official Records Book 9937, page 1411, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 9949, page 2449, as amended in Official Records Book 9949, page 2451, as further amended in Official Records Book 10065, page 859, as further amended in Official Records Book 10194, page 142, as further amended in Official Records Book 10298, page 2372, as further amended in Official Records Book 10409, page 692, which Declarant's rights were assigned by Assignment of Rights recorded in Official Records Book 10664, page 1891, as further amended in Official Records Book 10664, page 1893, and as further amended in Official Records Book 11087, page 781, all of the current public

3

records of Duval County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration and to annex additional properties from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> Ashley Woods, Unit Eleven, according to the plat thereof recorded in Plat Book 56, pages 22, 22A, 22B and 22C, of the current public records of Duval County, Florida; and

WHEREAS, Declarant is desirous of amending certain provisions of the Declaration and of annexing additional property to subject all of the lots in Ashley Woods, Unit Eleven to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all the lots in Ashley Woods, Unit Eleven shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration and this amendment.

2. The definitions of "Property" and "Plat" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration and this amendment are hereby amended to include the above described Ashley Woods, Unit Eleven in addition to Eagles Creek Unit One, Eagles Creek Unit Two, Eagles Creek, Unit Three, Eagles Creek, Unit Four-A, Ashley Woods, Unit One, Ashley Woods, Unit Two, Ashley Woods, Unit Three, Ashley Woods, Unit Four, Ashley Woods, Unit Five, Ashley Woods, Unit Six, Ashley Woods, Unit Seven, Ashley Woods, Unit Eight, Ashley Woods, Unit Nine, Ashley Woods, Unit Ten and Ashley Woods, Unit Eleven.

3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 1st day of July, 2003.

Signed, sealed and delivered in the presence of:

Elinore C. Cox
ELINORE C. COX

Adrienne Temple Watson
ADRIENNE TEMPLE WATSON

HUTSON LAND COMPANY, INC.

By: _____
Donald P. Hinson
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of July, 2003, by Donald P. Hinson, as President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Elinore C. Cox
Notary Public, State of Florida

ELINORE C. COX
Notary Public, State of Florida
My comm. exp. Nov. 15, 2005
Comm. No. DD 068028