

SECOND AMENDMENT  
TO EPPING FOREST COMMUNITY MASTER  
COVENANTS, RESTRICTIONS AND EASEMENTS

RECORD AND RETURN TO  
ROBERT LOUIS BAILEY, JONES & GAY  
444 S.W. 15th Street, Suite 130  
JACKSONVILLE, FLORIDA 32216

THIS AMENDMENT to Epping Forest Community Master Covenants, Restrictions and Easements made this 23rd day of September, 1988, by GATE PETROLEUM COMPANY, a Florida corporation (hereinafter referred to as the "Developer") EPPING FOREST YACHT CLUB, INC., a Florida corporation (hereinafter referred to as the "Club") and EPPING FOREST COMMUNITY MASTER ASSOCIATION, INC., a Florida corporation (hereinafter referred to as the "Master Association");

WITNESSETH:

WHEREAS, Developer has heretofore caused to be recorded those certain Epping Forest Community Master Covenants, Restrictions and Easements in Official Records Volume 6132, page 2316, et seq. of the current public records of Duval County, Florida, as amended by First Amendment to Epping Forest Community Master Covenants, Restrictions and Easements recorded in Official Records Volume 6135, page 758, et seq. (hereinafter referred to as the "Master Covenants"); and

WHEREAS, Developer and Club are the owners of 75.2% of the "Land" as the same is defined in the Master Covenants; and

WHEREAS, pursuant to Section 4.02 of the Master Covenants, Developer has the right to amend the Master Covenants for certain purposes; and

WHEREAS, pursuant to paragraph 4.04 of the Master Covenants, the Developer and the Master Association have the right to amend the Master Covenants with the joinder of the owners of seventy-five percent (75%) of the "Land" as the same is defined in the Master Covenants; and

WHEREAS, Developer has caused a portion of the lands burdened and benefitted by the covenants and restrictions replatted as Epping Forest South, according to plat thereof to be recorded in the public records of Duval County, Florida, which portion of said lands is more particularly described in Exhibit "A" attached hereto (hereinafter "Replat"); and

NOW, THEREFORE, by virtue of the powers reserved in Sections 4.02 and 4.04 of the Master Covenants, Developer, joined by the Club and the Master Association hereby amend the Master Covenants as follows:

1. Section 1.06 is modified and amended to add to the end of the first sentence the following language:

"... and those custom designed dwellings constructed upon Lots 60 through 94, inclusive, as shown on the plat of Epping Forest South to be recorded in the public records of Duval County, Florida upon lands described in Exhibit "A" to the Second Amendment to Epping Forest Community Master Covenants, Restrictions and Easements ("Second Amendment to Covenants")."

2. Section 1.12 is modified and amended to add the following language to the end of the sentence:

"... and that certain subdivision plat of Epping Forest South to be recorded in the public records of Duval County, Florida, which is a replat of a portion of the land described in the plat of Epping Forest, which portion of land is more particularly described in Exhibit "A" attached to the Second Amendment to Covenants."

3. There is hereby added to the Master Covenants the following sections:

1.17 First Plat. "First Plat" shall mean and refer to that certain plat of Epping Forest according to plat thereof recorded in Plat Book 41, pages 83 through 83(h), inclusive.

1.18 Replat. "Replat" shall mean and refer to that certain replat of a portion of the lands shown on the First Plat, which Replat is to be known as Epping Forest South and will encompass those lands described in Exhibit "A" attached to the Second Amendment to Covenants."

THIS DOCUMENT IS BEING RE-RECORDED AS ADD EXHIBIT "A" WHICH WAS OMITTED WHEN ORIGINALLY RECORDED.

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4. Section 2.02 is modified and amended so that the first sentence of subsection (a) thereof is deleted in its entirety and the following first sentence of subsection (a) is substituted in lieu thereof:

"(a) A portion of the property within the Epping Forest Community and which includes the private roadway system or right-of-way as shown on the First Plat as Tracts "P" and "K" through "M", inclusive, and designated with the following road names: Epping Forest Drive, Epping Forest Way North, Colwood Court and Linford Lane and on the Replat as Tracts "G", "H", "I" and "J" and designated with the following road names: Epping Forest Terrace, Gaines Court, Wensley Way and Epping Forest Way South (hereinafter referred to as the "Access Ways"), the pedestrian walkways located within the Access Ways, the security guard house and system located within the Access Way, landscaped areas located within the Access Ways, and the privacy walls located on the southerly and easterly boundaries of the Land will be conveyed to the Master Association by Developer upon completion thereof."

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5. Section 2.04(a) is modified and amended so as to delete subsection "(a)" in its entirety and substituted the following subsection (a) in lieu thereof:

"(a) With regard to those certain lots shown on the Replat as Lots 83, 84, 85, 86 and 87 and those certain lots shown on the First Plat as Lots 55, 56, 57, 58 and 59, no docks shall be permitted to be constructed or permitted to remain except in the following locations:

- (1) No more than five (5) feet from the southerly boundary of said Lot 83 of the Replat;
- (2) Centered on the property line between Lots 84 and 85 of the Replat;
- (3) Centered on the property line between Lots 86 and 87 of the Replat;
- (4) No more than five (5) feet from the southerly boundary of Lot 59 of the First Plat (wholly within the boundary of said Lot 59);
- (5) Centered on the property line between Lots 57 and 58 of the First Plat; and
- (6) Centered on the property line between Lots 55 and 56 of the First Plat."

6. Subsection 2.04(d) is modified and amended so as to delete subsection (d) in its entirety and substitute the following subsection (d) in lieu thereof:

"(d) For the purpose of access to the docks referred to in paragraphs (a)2, (a)3, (a)5 and (a)6 of this Section 2.04, the adjoining Lot Owners thereof shall each be granted perpetual easements for dock access which easement, as to Lots 55, 56, 57 and 58, is shown on the First Plat and which easement as to Lots 84 and 85 of the Replat, shall be a ten (10) foot square easement which is located within a square lying five (5) feet on either side of the common boundary between Lots 84 and 85 of the Replat and ten (10) feet from the rear lot lines (adjacent to the St. Johns River) of said Lots 84 and 85 and which easement, as to Lots 86 and 87, shall be a ten (10) foot by ten (10) foot square which is located within a square lying five (5) feet on either side of the common boundary between Lots 86 and 87 of the Replat and ten (10) feet from the rear lot lines (adjacent to the St. Johns River) of said Lots 86 and 87, all of which aforescribed easements shall be for the exclusive use and benefit of and run with the land of the adjoining lot and its Owner, from time to time, provided,

however, that a Lot Owner who does not share in the cost of construction of a dock shall not be permitted to exercise the easement right created herein."

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7. Section 2.23 is hereby modified and amended to add the following provisions to be inserted prior to the last paragraph thereof:

"The Developer reserves unto itself, a perpetual, releaseable, alienable easement and privilege on, in over and under the rear fifteen (15) feet of Lots 72 through 82, inclusive, and the easterly five (5) feet of Lot 77 and the westerly five (5) feet of Lot 76, all as shown on the Replat, for the purpose of construction, installation, maintenance, repair and replacement of underground pipe for the purpose of irrigation.

The Developer reserves unto itself, a nonexclusive perpetual, releaseable, alienable easement and privilege on, in, over and under the rear five (5) feet of Lots 72 through 82, inclusive as shown on the Replat and the three (3) feet along the northernmost lot line of Lots 68, 67, 60, 94, 91, 88 and 87 for the purpose of construction, installation, maintenance and repair of a privacy wall currently existing or to be constructed."

8. Section 2.26 is modified and amended so that it is deleted in its entirety and the following Section 2.26 is substituted in lieu thereof:

"2.26 Custom Design Home Setback and Lot Coverage Requirements: The minimum setback lines, building height and lot coverage requirements shall be the same as that required by the zoning applicable to the Custom Design Home lots, from time to time, unless more restrictive requirements are imposed by the ARB."

9. Section 2.27 is hereby modified and amended so that it is deleted in its entirety and the following Section 2.27 is substituted in lieu thereof:

"Forest Home Lawn Maintenance: The front yards of the Forest Home Lots shall be maintained in a uniform manner. In order to maintain such uniform and neat appearance, the Master Association and/or the Developer shall have the right, but not the obligation, to replace shrubbery or other planting materials located upon a Forest Home Lot which is damaged or destroyed, from time to time.

10. Section 3.03 is amended to delete therefrom subsection (i) and Section 3.04 is amended to delete therefrom subsection (d).

IN WITNESS WHEREOF, the undersigned Developer has executed this Second Amendment to Epping Forest Community Master Covenants, Restrictions and Easements this 23rd day of September, 1988.

Signed, sealed and delivered in the presence of:

GATE PETROLEUM COMPANY, a Florida corporation

Louise Debat  
Mary Louise Gitter

By: Ted D. Kilpatrick  
Its Vice President  
Ted D. Kilpatrick

(CORPORATE SEAL)

EPPING FOREST YACHT CLUB, INC., a Florida corporation

Louise Debat  
Mary Louise Gitter

By: H. H. Peyton  
Its President  
H. H. Peyton  
(CORPORATE SEAL)

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EPPING FOREST COMMUNITY MASTER ASSOCIATION, INC., a Florida corporation

Denise Sabat  
Mary-Beraine Yeller

By: T. Kilpatrick  
Its: the President  
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 3rd day of November, 1988, by Ted D. Kilpatrick, the Vice President of Gate Petroleum Company, a Florida corporation, on behalf of said corporation.

Denise Sabat  
Notary Public, State of Florida  
at Large

My Commission Expires: 3-4-90

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 3rd day of November, 1988, by H.H. Peyton, the President of Epping Forest Yacht Club, Inc., a Florida corporation, on behalf of said corporation.

Denise Sabat  
Notary Public, State of Florida  
at Large

My Commission Expires: 3-4-90

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 3rd day of November, 1988, by Ted Kilpatrick, the Vice President of Epping Forest Community Master Association, Inc., a Florida corporation, on behalf of said corporation.

Denise Sabat  
Notary Public, State of Florida  
at Large

My Commission Expires: 3-4-90

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HENRY W. COOK

CAPTION:

A PORTION OF EPPING FOREST, AS SHOWN ON MAP RECORDED IN PLAT BOOK 41, PAGES 63 THROUGH 68 INCLUSIVE, OF THE CURRENT PUBLIC RECORDS OF DUNAL COUNTY, FLORIDA TOGETHER WITH A PORTION OF TRACT 1, AMQUIR'S SECURITIES, INC., A REPEAT OF SECTION "H", SAN JOSE, PLAT BOOK 14, PAGE 42. SAID PUBLIC RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST NORTHERLY CORNER OF LOT 110 OF SAID EPPING FOREST; THENCE SOUTH  $35^{\circ} 54' 45''$  WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 110, 61.56 FEET; THENCE NORTH  $54^{\circ} 05' 15''$  WEST, 8.80 FEET; THENCE SOUTH  $55^{\circ} 45' 00''$  WEST, 46.00 FEET; THENCE SOUTH  $54^{\circ} 3' 00''$  EAST, 5.00 FEET; THENCE NORTH  $74^{\circ} 11' 21''$  EAST, 4.31 FEET TO THE MOST WEST CORNER OF SAID LOT 110, EPPING FOREST; thence Southwesterly, Southeasterly and Southwesterly along a Southeasterly boundary line of said Epping Forest, run the following four courses and distances: Course No. 1: thence South  $36^{\circ} 25' 19''$  West, 46.23 feet; Course No. 2: thence South  $53^{\circ} 10' 01''$  East, 9.42 feet; Course No. 3: thence South  $36^{\circ} 03' 53''$  West, 209.89 feet; Course No. 4: thence South  $36^{\circ} 01' 40''$  West, 193.15 feet to the most Southerly corner of Lot 83 of said Epping Forest; thence Northwesterly along the South line of said Lot 83 and also Lots 84, 85 and 86 of said Epping Forest, North  $84^{\circ} 34' 47''$  West, 251.10 feet to the Southeast boundary line of said Epping Forest; thence Southwesterly along a Southeasterly boundary line of said Epping Forest run the following two courses and distances: Course No. 1: South  $42^{\circ} 28' 22''$  West, 106.67 feet; Course No. 2: thence South  $42^{\circ} 30' 20''$  West, 496.38 feet to a point hereinafter referred to as Reference Point "B"; thence North  $42^{\circ} 32' 21''$  West along a traverse line, not a boundary, 230.64 feet; thence North  $30^{\circ} 53' 28''$  West, continuing along said traverse line, 295.45 feet to a point hereinafter referred to as Reference Point "C"; thence return to said Reference Point "B"; thence South  $42^{\circ} 30' 29''$  West, 1.0 foot, more or less, to the Mean High Water Line of the St. Johns River, also being the Westerly face of a concrete bulkhead; thence Northwesterly along the Mean High Water Line of the St. Johns River and along the Westerly face of said concrete bulkhead, 520 feet, more or less, to an intersection with a line bearing South  $59^{\circ} 20' 14''$  West from aforesaid Reference Point "C"; thence North  $59^{\circ} 20' 14''$  East along said line, 1.0 foot, more or less, to aforesaid Reference Point "C"; thence Northwesterly, Northwesterly, Northwesterly and Northwesterly along a Northwesterly boundary line of said Epping Forest, run the following six courses and distances: Course No. 1: North  $59^{\circ} 20' 14''$  East, 199.32 feet; Course No. 2: thence North  $30^{\circ} 16' 32''$  West, 7.25 feet; Course No. 3: thence North  $58^{\circ} 29' 42''$  East, 193.00 feet; Course No. 4: thence North  $59^{\circ} 50' 10''$  East, 60.00 feet; Course No. 5: thence North  $47^{\circ} 05' 12''$  East, 74.42 feet; Course No. 6: thence North  $37^{\circ} 15' 23''$  East, 141.70 feet; thence North  $39^{\circ} 45' 57''$  East, 70.84 feet to the Southeasterly right-of-way line of Epping Forest Drive (in private right-of-way) as recorded in said Epping Forest; thence Northeasterly, Southeasterly, Northeasterly and Southeasterly along said Southeasterly right-of-way line of Epping Forest Drive, run the following seven courses and distances: Course No. 1: thence North  $40^{\circ} 00' 09''$  East, 118.81 feet; Course No. 2: thence North  $42^{\circ} 26' 50''$  East, 111.13 feet; Course No. 3: thence North  $46^{\circ} 54' 33''$  East, 84.90 feet; Course No. 4: thence North  $55^{\circ} 12' 30''$  East, 150.32 feet to the point of curvature of a curve leading Southeasterly; Course No. 5: thence along and around the arc of said curve being concave Southerly, and having a radius of 50.00 feet, an arc distance of 59.76 feet, said arc being subtended by a chord bearing and distance of South  $75^{\circ} 50' 06''$  East, 56.27 feet to the point of tangency of said curve; Course No. 6: thence North  $48^{\circ} 24' 20''$  East, 15.00 feet; Course No. 7: thence South  $57^{\circ} 57' 57''$  East, 21.61 feet to the Southwesterly right-of-way line of San Jose Boulevard (as now established); thence Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 1195.92 feet, an arc distance of 426.39 feet, said arc being subtended by a chord bearing and distance of South  $43^{\circ} 29' 34''$  East, 424.60 feet to the POINT OF BEGINNING.

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