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HENRY W. COOK
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DUVAL COUNTY, FL
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**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

05.91

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,

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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.

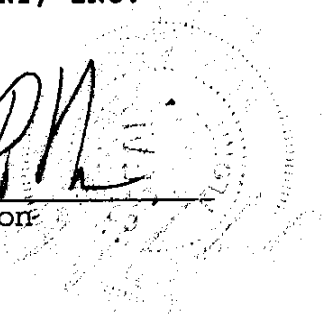
IN WITNESS WHEREOF, the Declarant has executed this instrument this 8 day of June, 1998.

Signed, sealed and delivered in the presence of:

HUTSON LAND COMPANY, INC.

Elinore C. Cox
ELINORE C. COX
Deborah H. Dunbar
DEBORAH H. DUNBAR

By: Donald P. Hinson
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

