

RETURN TO:

FRED ELEFANT, P.A.  
P. O. Box 749  
Jacksonville, FL 32201

AMENDMENT TO DECLARATION <sup>Book 9698</sup> Page 1739

THIS AMENDMENT is made this 1st day of December, 1998, by Settler's Landing Homeowners Association, Inc. ("Association").

RECITALS

- A. Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, Page 2375, as supplemented by Supplemental Declaration recorded in Official Records Volume 6269, Page 1130, of the public records of Duval County, Florida ("Declaration").
- B. By that certain Assignment of Declarant Rights recorded in Official Records Volume 6405, Page 1306, of the public records of Duval County, Florida, Westport Development, Inc. assigned its rights as Developer under the Declaration to Developer.
- C. Pursuant to the provisions of (i) the By-Laws of Settler's Landing Homeowners Association, Inc. and (ii) the Declaration of Covenants, Conditions and Restrictions of Settler's Landing, the Developer assigned its rights under the Declaration to the Association.
- D. Pursuant to the provisions of Paragraph 7.1 and 7.2, the Association is entitled to amend the Declaration under the terms and conditions stated therein.
- E. The Association desires to make amendments and to set forth such amendments herein.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. **Section 4.3** is hereby amended whereby Class II ("Undeveloped Lots") shall be assessed the full annual assessment as per "developed lots".
2. Pursuant to **Section 5.1**, the Association has established an "Architectural Review Board" ("ARB"), which has been empowered to review all requests from homeowners for any exterior modifications to their property. The ARB then reports to the Board their recommendations, and the Board has the final word on approval or disapproval of a request. Attached hereto is the format to be used to submit a request to the ARB.
3. **Section 5.3** is hereby amended to allow the installation of a picket fence, subject to the processing of the request through ARB and subsequent Board approval.
4. **Section 5.11** is hereby amended to read in its entirety as follows:  
**5.11 Parking of Wheeled Vehicles, Boats, Etc.:** No recreational vehicles, boats, travel trailers, campers, trucks (other than pickup trucks or sports utility vehicles) or other offensive objects of any kind may be kept or parked between the paved road and the residential structures without approval. Such vehicles or objects may be so kept if completely inside a garage or within the side or rear yard, provided there is an approved privacy fence shielding such vehicle or object from adjoining residences. Private automobiles or vehicles (pickup trucks or sports utility vehicles) of the lot owners and/or guests of lot owners may be parked in the driveway between the street and the residence provided same do not block the sidewalk access. Lot owners are allowed to have commercial signs on their vehicles provided such is required by their employer or for their employment. Delivery vehicles and/or service vehicles may be parked in the driveway or on the street as approved only during the times necessary for pick up and/or delivery or for the purpose of services provided to the residence. No wheeled vehicles of any type, including but not limited to recreational vehicles, boats, travel trailers, campers, trucks, etc. shall be kept or parked on the front grassed area or the side yard grassed area of any lot. No trailers or mobile homes may be maintained or kept on any lot.
5. **Section 5.13: Aerials and Antennae** is hereby amended to add the following to the last word of the section:  
**5.13** ... unless appropriately screened from view of the neighboring owners and from the street, and also subject to the approval by the ARB and the Board.

6. Article VIII. Use Restrictions, as follows is hereby added to the Declaration:

ARTICLE VIII

USE RESTRICTIONS

In order to preserve and enhance the value of the individual properties within the Association, the following provisions shall apply:

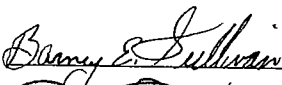
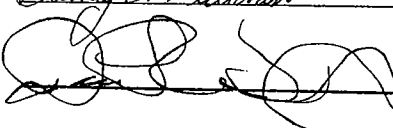
- 8.1 **Lawns/Landscaping Maintenance:** The owner shall maintain the lawn/landscaping to meet or exceed the minimum standards established from time to time by the Landscape Committee or the ARB. As a minimum standard, lawns shall be maintained at a height not to exceed five (5) inches, no weeds, underbrush or other unsightly vegetation shall be allowed or permitted to grow. In the event that any owner fails to maintain its respective lot to the minimum standard, after notification from the Association, the Association shall have the option of causing said property to be maintained at the expense of the owner and such maintenance and/or entry shall not be deemed a trespass.
- 8.2 **Debris:** There shall be no debris allowed to remain on any portion of the property except when such debris has been properly bagged and/or sized to allow for pick up by the City trash collection company.
- 8.3 **Fences:** Fences that have been installed subject to prior approval by the ARB shall be maintained in good repair.
- 8.4 **Exterior:** The exterior of all structures shall be properly maintained and repainted as necessary.
- 8.5 **Garage Doors:** Garage doors shall be maintained in good condition, and shall be closed when not in use.
- 8.6 **House Numbers:** House numbers shall be affixed to the individual property in accordance with the City ordinance.
- 8.7 **Garbage and Trash Containers:** All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view except during pick up.
- 8.8 **Control of Animals and Pets:** Owners of animals shall be required to comply with all City ordinances pertaining to animals with specific reference to the leash law. In addition, owners of animals shall be required to properly dispose of any pet waste. Pets and animals are excluded from the playground area.
- 8.9 **Noise:** Noise emanating from a property must be at such a level as not to cause a nuisance to neighbors. Noise emanating from a property must be maintained at a low decibel reading from the hours of 10:00 pm until 9:00 am such that the noise is not audible from the adjoining properties.

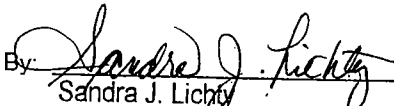
7. Except as modified herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association sets its hand and seal on the date first above written:

Witnessed:

Settler's Landing Homeowners Association

  
 \_\_\_\_\_  
  
 \_\_\_\_\_

By:   
 Sandra J. Lichty

Its: \_\_\_\_\_ President

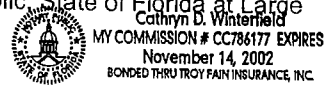
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08/02/2000 08:39:16 AM  
HENRY W COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 2.00  
RECORDING \$ 13.00

STATE OF Florida  
CCOUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me this 24<sup>th</sup> day of July, 2000, by Laurea J. Petty as President of Settlers Landing Homeowners Association, Inc. a Florida corporation, on behalf of the corporation. (S)He is: [] personally known to me; [] has produced ~~XXXXXX~~ identification; and who: [] did [] did not take an oath.

Cathryn D. Winterfield  
Print Name:

Notary Public, State of Florida at Large



My commission expires:

Prepared by Mr. Robert Tai  
 Clifford B. Newton, Esquire  
 Newton, Sheffield, Hurst & Almand  
 10192 San Jose Boulevard  
 Jacksonville, Florida 32257

**SUPPLEMENTAL DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 OF  
 SETTLER'S LANDING  
 (Annexing Pilgrims Trace Unit Two)**

This Supplemental Declaration is made this 16<sup>th</sup> day of July, 1992, by Stokes-Collins Development, Inc., a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, page 2375, as amended in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6191, page 1568, and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6269, page 1139, and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions of Settlers Landing, recorded in Official Records Volume 6749, page 802, all in the public records of Duval County, Florida (all jointly referred to herein as the "Declaration"); and

WHEREAS, all of the rights and obligations of developer have been assigned to Developer by assignments previously recorded in the current public records of Duval County, Florida; and

WHEREAS, pursuant to paragraph 7.6 of the Declaration, the Developer is permitted to annex Future Development Property to the Declaration without consent of any other person or entity; and

WHEREAS, Developer is the fee simple owner of all lots in that certain subdivision known as Pilgrims Trace Unit Two, according to the plat thereof recorded in Plat Book 47, pages 45, 46A, 46B, 46C, 46D, 46E, and 46F of the current public records of Duval County, Florida ("Pilgrims

OFFICIAL RECORDS

Trace Unit Two\*), which land constitutes a part of the Future Development Property; and

WHEREAS, Developer desires to annex the Future Development Property to the Declaration.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions which are contained herein, Developer hereby declares that Pilgrim's Trace Unit Two shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, charges and liens of the declaration, which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 16th day of July, 1992

Signed, sealed and delivered in the presence of:

STOKES-COLLINS DEVELOPMENT, INC.

Beverly D. Hollaway  
Beverly D. Hollaway

By: J. D. Collins  
J. D. COLLINS  
Its President

Robin L. Bianco  
Robin L. Bianco

STATE OF FLORIDA  
COUNTY OF DUVAL

This instrument was acknowledged before me this 16th day of July, 1992, by J. D. COLLINS, President of STOKES-COLLINS DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

Beverly D. Hollaway  
Notary Public, State of Florida

My commission expires:  
Notary Public, State of Florida  
My Commission Expires April 16, 1993

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OFFICIAL RECORDS ASSIGNMENT OF DEVELOPER'S RIGHTS  
(SETTLER'S LANDING)

THIS ASSIGNMENT is made this 2nd day of August,  
1989, by WESTPORT DEVELOPMENT, INC., a Florida corporation,  
("Westport"), and COPPENBARGER HOMES, INC., a Florida  
corporation ("Coppenbarger").

W I T N E S S E T H:

WHEREAS, Westport was the Developer under that certain  
Declaration of Covenants, Conditions and Restrictions of  
Settlers Landing, recorded in Official Records Volume 6137,  
page 2375, as amended in the First Amendment to Declaration  
of Covenants, Conditions and Restrictions of Settler's  
Landing, recorded in Official Records Volume 6191, page 1568,  
and supplemented by Supplemental Declaration of Covenants,  
Conditions and Restrictions of Settler's Landing, recorded in  
Official Records Volume 6269, page 1130, all in the public  
records of Duval County, Florida (all jointly referred to  
herein as "Declaration"); and

WHEREAS, by that certain Assignment and Assumption of  
Developer's Rights recorded in Official Records Volume 6405,  
page 1306, of the public records of Duval County, Florida  
("Assignment"), Westport assigned certain rights as  
Developer under the Declaration to Coppenbarger and reserved  
certain rights of Developer to itself; and

WHEREAS, Westport and Coppenbarger desire to assign all  
of their rights and obligations as Developer under said  
Declaration, including with limitation, the obligation to  
operate the Homeowners Association and to annex additional  
lands to the Declaration provided for in the Declaration to  
Stokes-Collins Development, Inc., a Florida corporation; and

WHEREAS, Stokes-Collins Development, Inc. has agreed to  
assume such rights and obligations.

NOW, THEREFORE, in consideration of the premises,  
Westport and Coppenbarger hereby transfer and assign to  
Stokes-Collins Development, Inc., a Florida corporation, all

PREPARED BY AND RETURN TO:  
SHARON STRAYER LARSON, ACCOUNTANT  
GALLAGHER, MENAS & GIBSON, P.A.  
2000 IMPERIAL SQUARE  
CORPORATE CENTER, SUITE 2000  
DUVAL COUNTY, FLORIDA 32202

(3)

WEST 769 708800

rights and obligations of Westport and Coppenbarger as Developer under the Declaration, including without limitation, the obligation to operate the Homeowners Association provided for in said Declaration and to annex additional land to the Declaration. Stokes-Collins Development, Inc. hereby assumes said rights and obligations of Developer of Coppenbarger and Westport under the Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing instrument to be executed on the date first above written.

WESTPORT DEVELOPMENT, INC.

By: [Signature]  
Its VICE President  
(CORPORATE SEAL)

COPPENBARGER HOMES, INC.

By: [Signature]  
Its VICE President  
(CORPORATE SEAL)

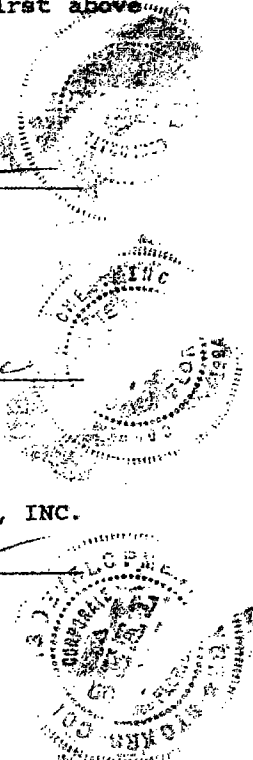
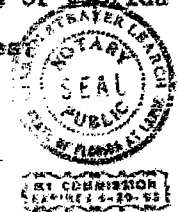
STOKES-COLLINS DEVELOPMENT, INC.

By: [Signature]  
Its VICE President  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 1989, by Frank Annulis, the VICE President of Westport Development, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida  
My Commission expires



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OFFICIAL RECORDS

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31 day of July, 1989, by Ronnie D. Coppenberger, the President of Coppenberger Homes, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida

My Commission expires:

Notary Public, State of Florida  
My Commission Expires May 1991  
Bonded thru Huckleberry & Associates

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 1989, by Mark Crowder, the Vice President of Stokes-Collins Development, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida

My Commission expires:



MY COMMISSION EXPIRES 11-29-93

89- 83682

89 AUG 16 P 2: 04

RECORDED BY HENRY W. COOK

HENRY W. COOK

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OFFICIAL RECORDS

SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SETTLERS LANDING

This Supplemental Declaration is made this 2nd day of August, 1989, by Stokes-Collins Development, Inc. ("Developer").

W I T N E S S E T H:

WHEREAS, Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settlers Landing, recorded in Official Records Volume 6137, page 2375, as amended in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6191, page 1568, and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6269, page 1130, all in the public records of Duval County, Florida, (all jointly referred to herein as "Declaration"); and

WHEREAS, Westport assigned its rights as Developer under the Declaration to Coppenger Homes, Inc., a Florida corporation ("Coppenger"), by that certain Assignment and Assumption of Developer's Rights, recorded in Official Records Volume 6405, page 1306, of the public records of Duval County, Florida; and

WHEREAS, Westport and Coppenger have assigned all of their rights and obligations under the Declaration to Developer by that certain Assignment of Developers Rights, dated August 2, 1989, and recorded contemporaneously herewith; and

WHEREAS, pursuant to paragraph 7.6 of the Declaration, the Developer is permitted to annex Future Development Property to the Declaration without consent of any other person or entity; and

WHEREAS, Developer is the fee simple owner of all Lots, except Lots 1 & 143, in that certain subdivision known as Pilgrims Trace, Unit One, according to plat thereof recorded in Plat Book 45, pages 27, 27A through and including 27I, of the public records of Duval County, Florida ("Pilgrim's Trace"),

PREPARED BY AND RETURN TO:  
SHARON STRAYER LEASCH, Attorney  
GULLIGER, MIKAS & CARROLL, P.A.  
2025 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

~~Official Record~~  
which land constitutes a part of the Future Development Property;  
and

WHEREAS, Developer desires to annex the Future Development Property to the Declaration; and

WHEREAS, the owners of Lots 1 & 143 of Pilgrim's Trace have agreed to subject their respective Lots to the Declaration as evidenced by their consents and joinder attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions which are contained herein, Developer hereby declares that Pilgrim's Trace shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, changes and liens of the Declaration, which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 2nd day of August, 1989.

STOKES-COLLINS DEVELOPMENT, INC.

By: [Signature]  
Its Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing document was acknowledged before me this 2nd day of August, 1989, by Mark Cavities, the Vice President of STOKES-COLLINS DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida

My Commission expires: \_\_\_\_\_



MY COMMISSION EXPIRES: \_\_\_\_\_

OFFICIAL RECORDS

CONSENT AND JOINDER

This Consent and Joinder is made this 27<sup>th</sup> day of June, 1989, by Conrad J. Graf and Margo L. Graf, ("GRAF"), owners of Lot 143 Pilgrim's Trace Unit One according to Plat Book 45, Pages 27, 27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H and 27I, of the public records of Duval County, Florida ("Lot"); and Graf hereby consents and joins in the Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, Page 2375, of the current public records of Duval County, Florida, as amended to annex that certain real property known as Pilgrim's Trace Unit One according to Plat Book 45, Pages 27, 27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H and 27I of the public records of Duval County, Florida, ("Declaration"). Graf declares that its Lot shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions and easements contained in the Declaration, and does hereby accept its responsibilities and duties as Owners as set forth in the Declaration.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

Signed, sealed and delivered in the presence of

Sharon Meyer Green  
Sharon Meyer Green

Conrad J. Graf  
 Conrad J. Graf  
Margo L. Graf  
 Margo L. Graf

STATE OF FLORIDA  
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 1989 by Conrad J. Graf and Margo L. Graf

Sharon Meyer Green  
 Notary Public, State and County Aforesaid

My Commission Expires:



MY COMMISSION EXPIRES 4-13-93

PREPARED BY AND RETURN TO:  
 SHARON MEYER GREEN  
 2000 W. CENTRAL AVENUE  
 SUITE 100  
 JACKSONVILLE, FLORIDA 32202

OFFICIAL RECORDS

CONSENT AND JOINDER

This Consent and Joinder is made this 2nd day of August, 1989, by Robin L. Ferraro, ("FERRARO"), owner of the real property described in Exhibit "A" attached hereto ("LOT"); and Ferraro hereby consents and joins in the Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, page 2375, of the current public records of Duval County, Florida, as amended to annex that certain real property known as Pilgrim's Trace Unit One according to Plat Book 45, Pages 27, 27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H and 27I of the public records of Duval County, Florida, ("DECLARATION"). Ferraro declares that its Lot shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions and easements contained in the Declaration, and does hereby accept its responsibilities and duties as Owner as set forth in the Declaration.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Sharon Strayer Leach  
Sharon Strayer Leach

Robin L. Ferraro  
Robin L. Ferraro

PREPARED BY AND RETURN TO:  
SHARON STRAYER LEACH, ATTORNEY  
CLARENCE, BEALS & CARROLL, P.A.  
2000 JAMES BEAL COURT, SUITE 200  
JACKSONVILLE, FLORIDA 32202

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 1989 by Robin L. Ferraro.

Sharon Strayer Leach  
Notary Public, State and County Aforesaid

My Commission Expires



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OFFICIAL RECORDS

EXHIBIT A

Lot 1, as shown on the plat of Pilgrims Trace Unit One, as recorded in Plat Book 40, page 27 through 28, inclusive of the current public records of Duval County, Florida, Less and Except the following described parcel, said parcel being more particularly described as follows:

Beginning at the West corner of said Lot 1, said point also being on the Southerly right of way line of Cumberland Gap Trail (a 50 foot right of way), as shown on said plat; thence Northeasterly along said right of way line, along and around the arc of a curve concave Southeasterly and having a radius of 184.90 feet, an arc distance of 11.28 feet, said arc being subtended by chord bearing and distance of North 45 degrees 37 minutes 44 seconds East, 31.75 feet to the point of tangency of said curve; thence South 36 degrees 47 minutes 56 seconds East, 13.00 feet; thence South 45 degrees 37 minutes 44 seconds East, 31.75 feet to an intersection with the Southwesterly line of said Lot 1; thence North 36 degrees 47 minutes 56 seconds West along said Southwesterly line, 13.00 feet to the Point of Beginning.

99- 83683

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HENRY W. COOK

AMENDMENT TO DECLARATION

THIS AMENDMENT is made this 17th day of December, 1987, by COPPENBRGER HOMES, INC. ("Developer").

RECITALS

A. Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, Page 2375, as supplemented by Supplemental Declaration recorded in Official Records Volume 6269, page 1130, of the public records of Duval County, Florida ("Declaration").

B. By that certain Assignment of Declarant Rights recorded in Official Records Volume 6405, page 1306, of the public records of Duval County, Florida, Westport Development, Inc. assigned its rights as Developer under the Declaration to Developer.

C. Pursuant to the provisions of paragraph 7.2, the Developer is entitled to amend the Declaration under the terms and conditions stated therein.

D. Developer desires to make amendments and to set forth such amendments herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The scrivener's error contained in the first sentence of paragraph 4.4 is hereby amended to read as follows:

4.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for a Class I member shall be One Hundred and Eighty Dollars (\$180.00) per year per Lot or Fifteen Dollars (\$15.00) per month per Lot, which will include the cost and expenses of all duties and obligations of the Association set forth herein.

2. Section 5.3 is hereby amended to read in its entirety as follows:

5.3 Fences. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six inch board, shadow box design. Notwithstanding the foregoing restriction, prior to construction of any fence on any Lot, approval, as required by Section 5.1 shall be obtained.

3. Except as modified herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

COPPENBRGER HOMES, INC.

By [Signature] Its President

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this  
17th day of December, 198 by Ronnie D. Coppenbarger,  
the President of Coppenbarger Homes, Inc., a Florida  
corporation, on behalf of the corporation.

Ida Lou Stephens  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires  
Bonded with \$100,000.00



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OFFICIAL RECORDS

SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
SETTLER'S LANDING

THIS SUPPLEMENTAL DECLARATION is made this 13<sup>th</sup> day of  
January, 1987 by WESTPORT DEVELOPMENT, INC. ("Developer")

RECITALS

A. Developer is the fee simple owner of a parcel of land more fully described in Exhibit A attached hereto and made a part hereof ("Future Development Property").

B. Pursuant to paragraph 7.6 of the Declaration of Covenants, Conditions and Restrictions of Settler's Landing recorded in Official Records Volume 6137, page 2375 of the public records of Duval County, Florida ("Declaration") the Developer is permitted to annex the Future Development Property to the Declaration without consent of any other person or entity.

C. The Developer desires to annex the Future Development Property to the Declaration.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Developer hereby declares that the Future Development Property shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, changes and liens of the Declaration which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13<sup>th</sup> day of January, 1987.

Signed, sealed and delivered  
in the presence of:

Patricia Barley  
Dorise R. [Signature]

WESTPORT DEVELOPMENT, INC.

BY: Beverly J. Holland  
Its Vice President

(Corporate Seal)

THE PUBLIC RECORDS SECTION OF  
DUVAL COUNTY, FLORIDA  
STONES-COLEMAN & CO.  
6885 CRESTVIEW PARK  
JACKSONVILLE, FLORIDA 32216

Volume 6137

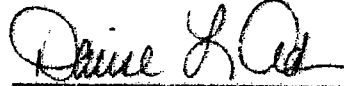
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STATE OF FLORIDA  
COUNTY OF DUVAL

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OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this  
13<sup>th</sup> day of November, 1987, by Gwendolyn J. Holland  
the Pics President of Westport Development, Inc., a Florida  
corporation, on behalf of the corporation.



Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN 28, 1990  
BONDED THROUGH GENERAL INS. CO.

EXHIBIT A

Legal Description

A portion of Tracts 2, 3, 4, 5, 12, and 13, Block 4, Section 27, Township 3 South, Range 25 East, as shown on the plat of Jacksonville Heights, as recorded in Plat Book 5, Page 93 of the Current Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at the Northwest corner of Lot 67, Settlers' Landing Unit One, as recorded in Plat Book 41, Pages 65, 65A, 65B, 65C and 65D, of the Current Public Records of said Duval County, Florida; thence Easterly, and Northeasterly along the Northerly boundary line of said Settler's Landing, Unit One, run the following six courses and distances: Course No. 1: South 89°24'12" East, 520.00 feet; Course No. 2: North 57°30'22" East, 69.98 feet; Course No. 3: North 26°25'56" East, 51.55 feet; Course No. 4: North 53°11'51" East, 398.32 feet; Course No. 5: North 49°47'42" East, 50.01 feet; Course No. 6: North 53°12'04" East, 99.37 feet; thence North 36°47'56" West, 422.00 feet; thence North 89°24'12" West, 787.16 feet to the Easterly line of Tract 6, said Block 4, Section 27, Township 3 South, Range 25 East, as shown on said plat of Jacksonville Heights; thence South 00°05'42" East, along last said line, and along the East line of Tract 11, Block 4, said Section 27, as shown on said plat of Jacksonville Heights, a distance of 754.88 feet to the POINT OF BEGINNING.

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SETTLER'S LANDING

THIS FIRST AMENDMENT is made this 12th day of August, 1986, by WESTPORT DEVELOPMENT, INC. ("Developer")

RECITALS

1. Developer recorded the Declaration of Covenants, Conditions and Restrictions for Settler's Landing ("Declaration") in Official Records Volume 6137, page 2375-2390, of Duval County, Florida, which placed certain covenants and restrictions on a parcel of land more fully described therein.

2. Pursuant to the provisions of Section 7.2 of the Declaration, the Developer has the right to amend the Declaration for the purpose of curing any ambiguity or inconsistency in the provisions.

3. Subsequent to recording the Declaration, it was discovered that the amount of the assessment set forth in Section 4.4 equalled the monthly assessment and not the annual assessment as the language contained in such section requires. Accordingly, Developer desires to correct the error.

NOW THEREFORE in consideration of the premises, the Developer hereby amends the first sentence of Section 4.4 to read in its entirety as follows:

4.4 Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for Class I shall be One Hundred Eighty Dollars (\$180.00) per Lot which will include the cost and expenses of all the duties and obligations of the Association set forth herein....

Except as modified herein all other terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF the Developer sets his hand and seal on the date first above written.

Witnesses:  
Theresa M. Malone  
Denise R. Ad

WESTPORT DEVELOPERS, INC.  
By: Beverly J. Holland  
Its Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of August, 1986, by BEVERLY J. HOLLAND the VICE President of Westport Developers, Inc., a Florida corporation, on behalf of the corporation.

Denise R. Ad  
Notary Public, State of Florida.  
My Commission Expires: