

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FORT CAROLINE COVE UNIT 2

This First Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by Fort Caroline Cove Joint Venture, a Florida general partnership ("Declarant") with respect to the real property included within the plat of Fort Caroline Cove Unit Two as recorded in Plat Book 49, Pages 34, et. seq. of the current public records of Duval County, Florida.

WHEREAS, All of the lands shown on the plat of Fort Caroline Cove Unit Two have been subjected to the Declaration of Covenants, Conditions and Restrictions for Fort Caroline Cove Unit 2 (the "Declaration") as recorded in Official Records Volume 7984, Page 596 of the current public records of Duval County, Florida.

WHEREAS, pursuant to Article XI.10., Declarant may amend the Declaration for the purposes of curing any ambiguity or inconsistency between the provisions contained therein.

WHEREAS, the Planned Unit Development zoning approved by the City of Jacksonville for the Property requires certain of the Residential Dwelling Units to be constructed on the common boundary of the adjacent Residential Lot (hereinafter referred to as a "Zero Lot Line Home") and requires the Declaration to provide for an easement on the Residential Lot adjacent to each Zero Lot Line Home for maintenance of and eave encroachments by the Zero Lot Line Home.

WHEREAS, the Declaration as originally recorded is inconsistent with the Planned Unit Development zoning approved by the City of Jacksonville for the Property since it did not provide for the easements referred to above.

NOW THEREFORE, in consideration of the terms and conditions of the Declaration and this Amendment, Declarant hereby amends the Declaration as follows;

- 1) The attached Exhibit "C" is substituted in its entirety for the Exhibit "C" originally recorded with the Declaration so that the easements referred to above are provided for in Paragraph 3 of Exhibit "C" to the Declaration.
- 2) Except as otherwise specifically defined herein, any term used herein which is defined in the Declaration shall have the same meaning in this Amendment as in the Declaration.
- 3) All other covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

PREPARED BY AND RETURN TO:  
Gregory E. Matovina  
2955 Hartley Road, Suite 106A  
Jacksonville, FL 32257

Bk: 8425  
Pg: 379 - 382  
Doc# 96181229  
Filed & Recorded  
08/29/96  
10:19:44 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 19.50

25.91  
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IN WITNESS WHEREOF, Declarant has executed this Amendment this 24 th day of July, 1996.

WITNESSES

Judy G. Barber  
Print Name Judy G. Barber

Deborah D. Barber  
Print Name DEBORAH D. BARBER

FORT CAROLINE COVE JOINT VENTURE

Gregory E. Matovina  
By Gregory E. Matovina  
Its Managing General Partner

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 th day of July, 1996 by Gregory E. Matovina (being personally known to me) as Managing General Partner of Fort Caroline Cove Joint Venture on behalf of the general partnership.

Deborah D. Barber  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Commission No. \_\_\_\_\_

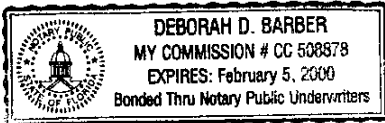


EXHIBIT "C"

ADDITIONAL PROVISIONS

1) "Fort Caroline Cove Subsequent Phases" or any part thereof as described by Exhibit "D" may be annexed by Declarant without the consent of any other Owner within ten (10) years from the date of recording of this Declaration provided however, that such annexation shall require the approval of FHA and VA.

Any such annexation by Declarant shall be made by filing of record one or more supplemental declarations with respect to the annexed property. Each supplemental declaration shall contain a statement that the property that is the subject of the supplemental declaration constitutes additional property which is to become part of the Property and Common Areas subject to this Declaration. Such supplemental declaration shall be effective upon being recorded in the public records of Duval County, Florida.

In the event that additional property is annexed pursuant to this provision, then such property shall be considered within the definition of Property and Common Areas for purposes of this Declaration and each Owner of a Residential Lot shall be a Class A member of the Association and the votes of each class of members shall be adjusted accordingly. In the event that the Fort Caroline Cove Subsequent Phases or any part thereof are not annexed as provided herein, then this Declaration shall not be construed as a lien, encumbrance or defect on such property.

2) Notwithstanding the provisions of Article XI, Section 12 or any other provision of this Declaration, this Declaration shall not grant any easement to Declarant, the Association or any other entity which would be located beneath the foundation or any other improvements made by Declarant or any other entity in constructing Residential Dwelling Units.

3) The Owner of a Residential Lot adjacent to a Residential Dwelling Unit constructed on the Property within five feet (5') of such Residential Lot's side lot line (hereinafter referred to as the "Grantor") hereby grants to the Owner of such Residential Dwelling Unit (hereinafter referred to as a "Zero Lot Line Home") an easement extending five feet (5') from the foundation of such Zero Lot Line Home (to the extent that such easement falls on the Residential Lot of the Grantor) for such Owner to maintain and repair the exterior of such Zero Lot Line Home and for minor encroachments including eave overhangs, provided however, that no eave overhang shall extend more than two feet (2') over the common side lot line shared by the Residential Lot on which the Zero Lot Line Home is constructed and the Residential Lot owned by the Grantor.

Entry upon the Residential Lot owned by the Grantor shall be during

reasonable hours, except in the case of emergency, and shall be in an orderly manner.