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O. P. BRANCH



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James B. Jett
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Clay County, FL
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**FIRST AMENDMENT TO
COVENANTS AND RESTRICTIONS OF
BRANNAN MILL PLANTATION**

5 MIN. RETURN

THIS FIRST AMENDMENT is made this 17th day of September 2001, by BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), Brannan Mill Plantation, L.L.C., a Florida limited liability company.

RECITALS

Brannan Mill Plantation, L.L.C. ("Declarant") is the owner of a certain parcel of real property more fully described in that certain Declaration of Covenants and Restrictions of Brannan Mill Plantation Homeowners' Association, Inc. recorded in Official Records Book 1969, page 595, of the public records of Clay County, Florida, the "Declaration. Declarant is the owner of more than 2/3rds of the lots subject to the Declaration and with the Association, are authorized to amend the Declaration on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the parties agree and declare as follows:

1. Paragraph 1(d) is hereby modified so that "Association" means and refers to Brannan Mill Plantation Homeowners' Association, Inc.
2. Paragraph 1(s) is hereby deleted in its entirety and replaced with the following:
Surface or Stormwater Management System. "Surface 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. Exhibit "B" attached hereto and by this reference made a part thereof refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater.

3. Class B Membership described in Paragraph 3 is hereby deleted in its entirety and replaced with the following:

Class B Membership: Developer is the sole Class B member and shall have the sole right to vote in Association matters until the occurrence of the earlier of the following events: (a) January 1, 2021, OR (b), such earlier date as Developer, in its sole discretion, may determine in writing, OR (c) upon the Developers election to terminate Class B Membership, OR (d) three months after seventy-five percent (75%) of the Lots in the Property that will ultimately be operated by the Association (including Additional Land) have been conveyed to Class A Members.

4. Paragraph 3(a)(i) is hereby modified so that the referenced to ninety percent (90%) is changed to read seventy-five percent (75%).

5. Paragraph 4 is hereby modified to include the following sentence:

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but no limited to work within retention areas, drainage structures and drainage easements.

6. Paragraph 25 is hereby modified to include the following language:

The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the St. Johns River Water Management District ("District") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith. The Owner of each Lot adjacent to or containing a portion

of the Lake are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas. The Owner of each Lot abutting a Lake must maintain the shoreline in a neat and clean condition, may not dispose of any material in the Lake or alter the contour or elevation of the shoreline. Each such Owner must maintain the slope of its Lot to the water's edge without alteration of that slope.

The Developer has constructed drainage swales on certain Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner or the Lot upon which the drainage swale is located.

7. Paragraph 36 is hereby deleted in its entirety and replaced with the following:

RESTRICTIONS EFFECTIVE PERIOD. These Covenants and Restrictions as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect in perpetuity.

Except as herein modified, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit

Diane Bennett

Witness

Diane Bennett

Print Name

Sandra Spencer

Witness

Sandra Spencer

Print Name

Susan D. Wood

Susan D. Wood, President

BRANNAN MILL PLANTATION, L.L.C., a Florida limited liability company

Sandra Spencer

Witness

Sandra Spencer

Print Name

James Ricky Wood

James Ricky Wood, Managing Member

Diane Bennett

Witness

DIANE BENNETT

Print Name