

O. P. BRANCH



Book: 2093
Page: 0881
Rec: 09/06/2002
09:37 AM
File# 200253912
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$10.50

Prepared By and Return To:
John B. Moss, Esq.
1530 Business Center Dr., Ste. 4
Orange Park, Florida 32003

5 MIN. RETURN

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
LAGO DEL SUR

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAGO DEL SUR, is made by EDGCO, LLC, whose mailing address is Post Office Box 1200, Middleburg, Florida 32050, (hereinafter referred to as "Developer") effective this 5th day of September, 2002.

R E C I T A L S:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Lago del Sur has been recorded in Official Records Book 2088, at page 1396 of the public records of Clay, Florida, and

WHEREAS, the Developer desires to amend the original Declaration as more particularly set forth hereafter, and

NOW THEREFORE, in consideration of the foregoing recitals, the Developer hereby amends the original Declaration as follows:

1. The Developer hereby confirms the above stated recitals are true and correct.

2. All defined terms contained in this Amendment shall have the same meanings as such terms as defined by the original Declaration.

3. Article II Section 3 - Amendment. After Class B Membership is terminated, there must be approval of at least seventy-five(75) percent of the Owners for amending this Declaration.

4. Article III Section 3(b) shall be amended as follows:

(b) Class B: Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one (1). The Class B membership shall cease when the Developer has convey seventy-five (75%) percent of the Lots within the Property or when the Developer, in its sole discretion, elects to terminate its Class Ba membership, whichever shall occur first. Upon this termination of its Class B membership, the Developer shall be a Class A Member so long as it owns any Lots.

WHEREFORE, this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lago del Sur has been duly executed by the Developer and effective the date first above written.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

EDGCO, LLC by its Managing
Member DeGeorge Enterprises,
Inc.

Sign: Latic Chapman
Print: Latic Chapman

By Bernard J. DeGeorge, Jr.
Bernard J. DeGeorge, Jr.
President

Sign: Regina Leduc
Print: Regina Leduc

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me
this 5th day of September, 2002, by Bernard J. DeGeorge, Jr., who
stated that he was President of DeGeorge Enterprises, Inc.,
Managing Member of EDGCO, LLC, further stated that he was duly
authorized in such capacity to execute the foregoing for and on
behalf of the corporation, and that he had done so for the purposes
therein mentioned and set forth. Bernard J. DeGeorge, Jr. is
personally known to me.

Regina Leduc
Notary Public, State of Florida
(Official Stamp)



Regina Leduc
MY COMMISSION # CC967487 EXPIRES
October 11, 2004
BONDED THRU TROY FAIR INSURANCE, INC.