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REF

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
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James B. Jett
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Clay County, FL
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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARGARET'S WALK

This First Amendment to Declaration of Covenants and Restrictions for Margaret's Walk is made effective April 17, 2000 by **FLEMING ISLAND-MLC, INC.**, a Florida corporation (the "Developer").

RECITALS

A. The Declaration of Covenants and Restrictions for Margaret's Walk is recorded in Official Records Book 1835, pages 1580 through 1633 of the public records of Clay County, Florida (the "Declaration").

B. Pursuant to Section 15.5 of the Declaration, the Declaration may be unilaterally amended by the Developer without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such Amendment shall not materially or adversely affect the value of any Lot or any other building parcel located within the Property. Further, as of the date hereof, neither HUD nor VA have guaranteed any loans secured by any Lot within the Property.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The Developer confirms that the above-stated recitals are true and correct. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined in the Declaration.

2. Section 2.9 is hereby amended in its entirety to read as follows:

Section 2.9 **Limited Common Area**. The Limited Common Area of a Lot shall consist of a portion of the Property between the front Lot Line and the nearest edge of the paved road surface as it may exist from time to time (together with any portion of the Property contiguous to

a Lot, which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot). Any question concerning the boundary of a Limited Common Area shall be determined by the Board of Directors of the Association.

3. Section 11.13 is hereby amended in its entirety to read as follows:

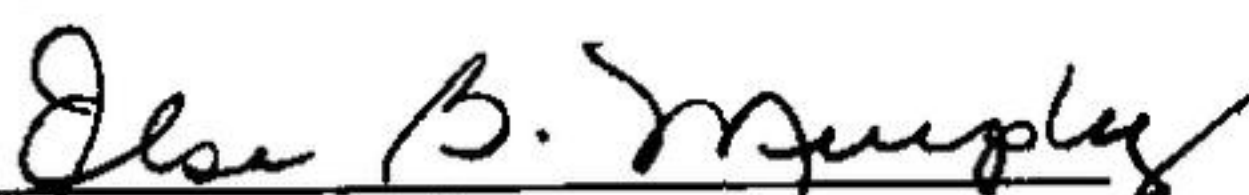
Section 11.13 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the CDD and the Association shall have the exclusive right to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. Except for maintenance vessels, no gas or diesel driven boat shall be permitted to be operated on any lake. All lake embankments shall be maintained by the Association with such grass, planting or other lateral support as is necessary to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of any lake embankment shall not be changed by any party without the prior written consent of the Association. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 15.10 HEREOF.

4. In the event of any conflict between the terms of the Declaration and this First Amendment, the terms of this First Amendment shall control. Except as specifically modified hereby, the Declaration shall remain in full force and effect.

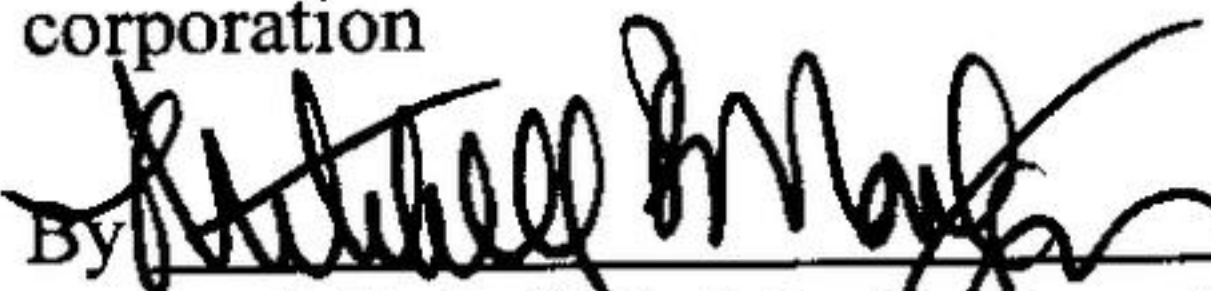
IN WITNESS WHEREOF, the Developer has executed this First Amendment as of the date and year first above written.

Signed, sealed and delivered
in the presence of:


Name Printed: ELSA B. MURPHY


Name Printed: PATSY A. HITE

FLEMING ISLAND-MLC, INC., a Florida
corporation

By 
Mitchell R. Montgomery, President

STATE OF FLORIDA }

COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 19th day of April, 2000, by Mitchell R. Montgomery, the President of **FLEMING ISLAND-MLC, INC.**, a Florida corporation, on behalf of the corporation.



OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

Elsa B. Murphy
(Print Name ELSA B. MURPHY)
NOTARY PUBLIC, State of Florida at Large
Commission # CC 709167
My Commission Expires: 2-9-02
Personally Known ✓
or Produced I.D. _____
[check of the above]
Type of Identification Produced _____