

This Document Prepared by:
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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: **\$28.50**

**FIRST AMENDMENT TO
DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR
PINE LAKE UNIT ONE AT EAGLE HARBOR**

THIS FIRST AMENDMENT TO DECLARATION is made this 25 day of February, 2003, by **EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE**, a Florida joint venture, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by **PINE LAKE OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Association") and **D.R. HORTON, INC.-JACKSONVILLE**, a Delaware corporation ("Horton").

WITNESSETH:

WHEREAS, Declarant recorded the Declaration and General Protective Covenants for Pine Lake Unit One at Eagle Harbor which was recorded in Official Records Book 2039, page 0466, of the public records of Clay County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, the Declarant has deemed it advisable to bind and modify the terms and conditions of the Declaration; and

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

1. Article I(p) "Landscape Easement" is hereby deleted in its entirety.

2. Article IV 1(a) is deleted in its entirety and the following is substituted in lieu thereof:

“(a) Right-of-way for ingress and egress for pedestrian traffic and for access, as necessary, over, under, and across the Access Areas for each Townhouse Lot, including, but not limited to, access to the lake shore abutting any Lot. This easement shall not be construed to permit the operation of any type of motorized vehicle on any portion of the Access Areas of a Lot, except as may be required or permitted by other easements providing for maintenance, construction or access by emergency vehicles.”

3. Article V 1(a)(2) is deleted in its entirety and the following is substituted in lieu thereof:

“(2) In addition to the exterior maintenance referred to in the preceding sentence, the Association shall be obligated to maintain in good repair and replace as necessary that part of the fences, gates, paving, drainage structures, landscaping, trees, shrubs, grass, walks, drives, sprinkler systems, street lighting fixtures, driveways, parking places and other exterior improvements situated on each Lot and outside each Dwelling Unit, all as originally installed by Declarant or Horton. The Association’s maintenance responsibilities shall include the back yard of any Lot. The Association shall not be responsible for the repair of any paving on a Lot which has been damaged as a result of oil, transmission fluid or other substances leaking onto any paving through the neglect of the Owner or occupant of the Lot on which such paving is located. Such repairs, if undertaken by the Association, shall be billed as a Special Assessment against the Lot on which such repairs are performed.”

4. Article V 1(a)(4) is deleted in its entirety and the following is substituted in lieu thereof:

“(4) The Lot Owner shall contract for garbage removal, the Lot Owner shall comply with the regulations promulgated in such regard. The cost and expense of garbage removal shall not be an Operating Expense.”

5. Except as amended herein, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 25th day of FEBRUARY, 2003.

Signed in the presence of:

**EAGLE HARBOR AT FLEMING
ISLAND JOINT VENTURE, a Florida
joint venture**

Deborah P. Stivers
Print name: Deborah Stivers

By: **Northwest Crossings Corporation,
Its general partner**

Minnie L. Green
Print name: MINNIE L. GREEN

By: David S. Stein
Print name: DAVID S. STEIN
Its VICE President
Dated: FEBRUARY 25, 2003

By: **East West partners of
Jacksonville, Limited Partnership,
its general partner**

By: **East West Partners of
Jacksonville, Inc., its sole
general partner**

Marilyn D. Ayers
Print name: Marilyn D. Ayers

By: Roger S. Arrowsmith
Roger S. Arrowsmith
Its President
Dated: 2/26/03

April C. Masini
Print name: APRIL C. MASINI

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me on the 25th day of FEBRUARY, 2003, by DAVID S. STEIN, the VICE President of Northwest Crossings Corporation, a Delaware corporation, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of the corporation which is acting on behalf of the joint venture. He signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said joint venture and: *(notary must check appropriate box)*.

☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

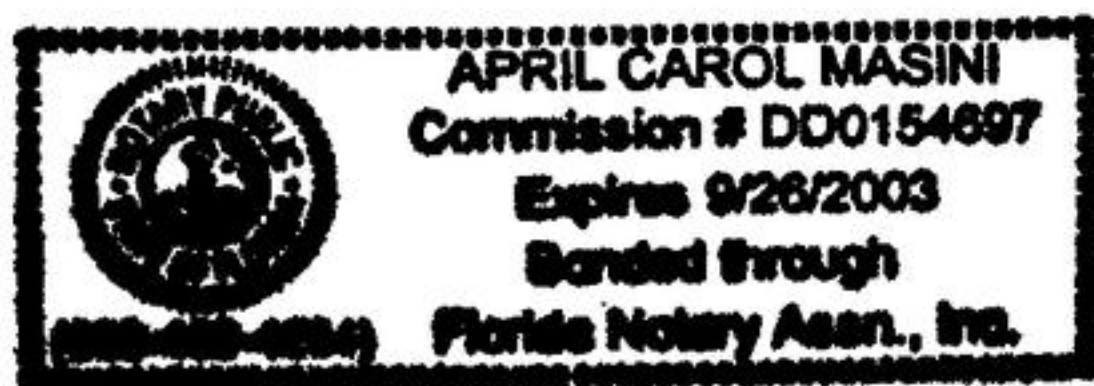
MINNIE L. GREEN
Notary Public, State of New Jersey
Commission Expires 8/12/2006

Minnie L. Green
Signature of Notary
Print name: MINNIE L. GREEN
Notary Public, State of NEW JERSEY
Commission expires: AUGUST 12, 2006

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me on the 26 day of Feb., 2003, by Roger S. Arrowsmith, the President of East West partners of Jacksonville, Inc., a Virginia corporation, as General Partner of East West partners of Jacksonville Limited Partnership, a Virginia limited partnership, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said limited partnership which is acting on behalf of said joint venture. He signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said joint venture and: *(notary must check appropriate box)*.

☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.



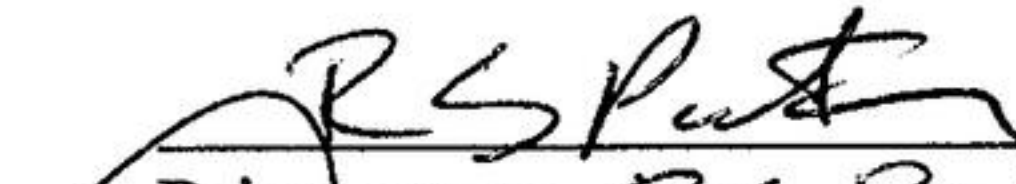
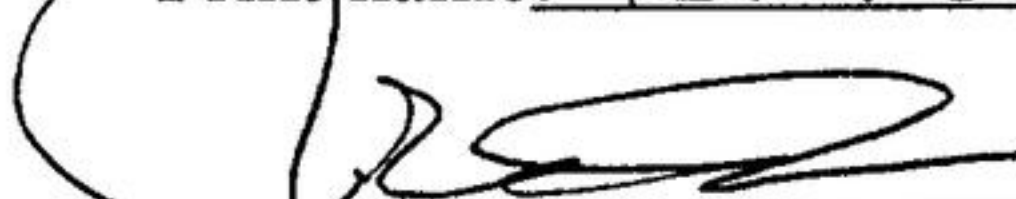
April Carol Masini
Signature of Notary
Print name: APRIL CAROL MASINI
Notary Public, State of FLORIDA
Commission expires: 9/26/2003

ACCEPTANCE

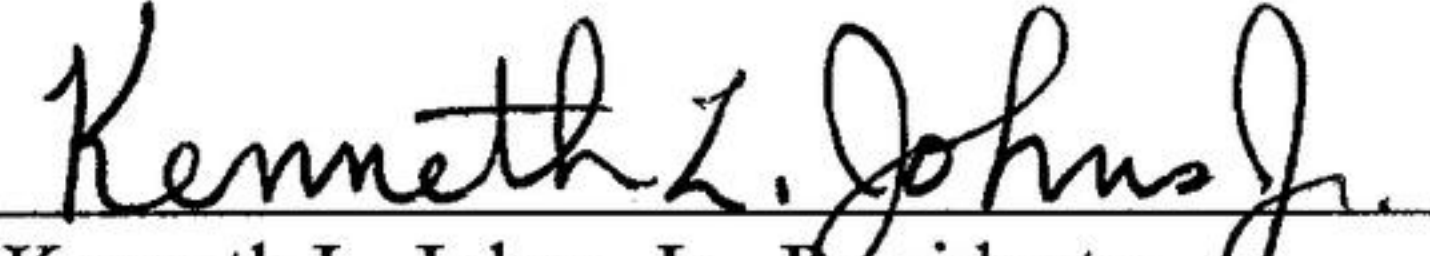
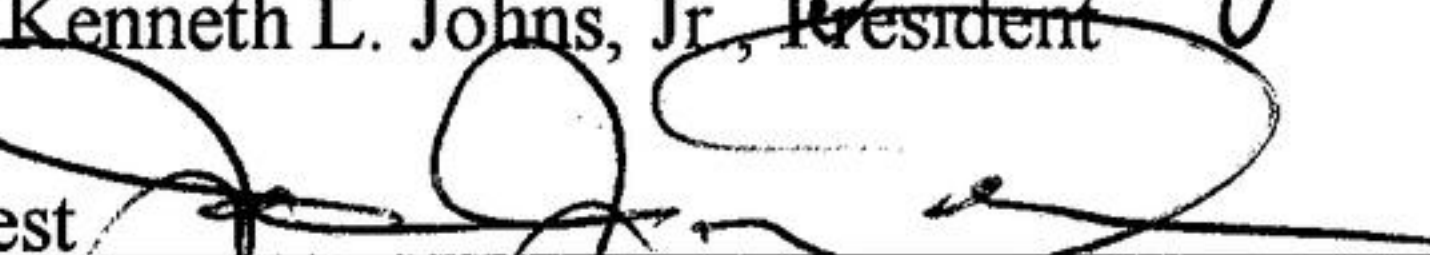
FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Pine Lake Owners Association, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this First Amendment to Declaration attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 18th day of February, 2003.

Signed, Sealed and Delivered
in the presence of:


Print name: RS PORTER

Print name: ROBERT WHITE

**PINE LAKE OWNERS
ASSOCIATION, INC.**, a Florida
corporation not for profit

By: 
Kenneth L. Johns, Jr., President
Attest: 
Jan J. Doan, Secretary

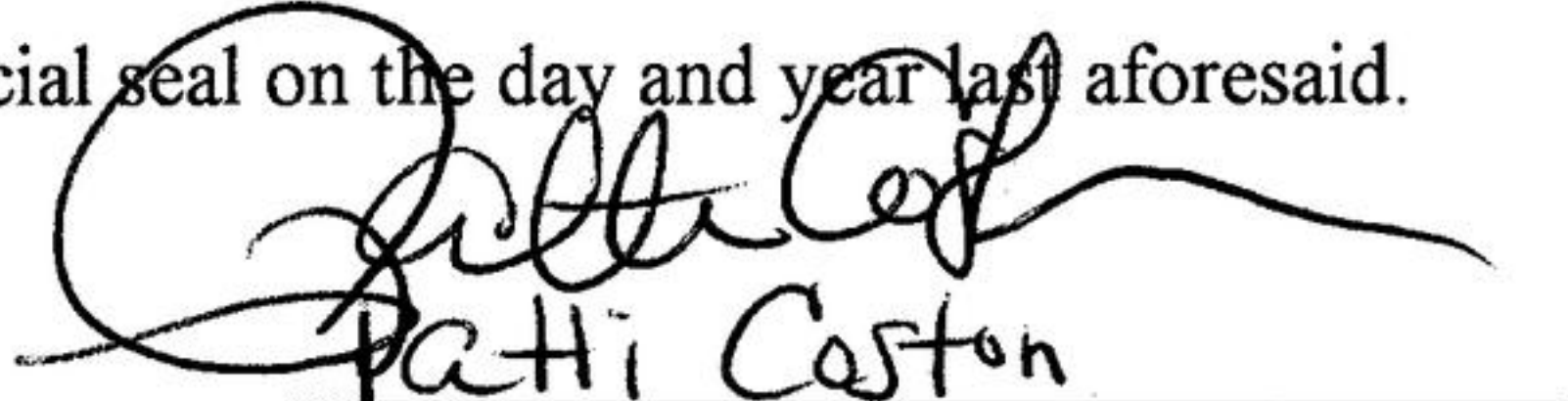
(Corporate Seal)

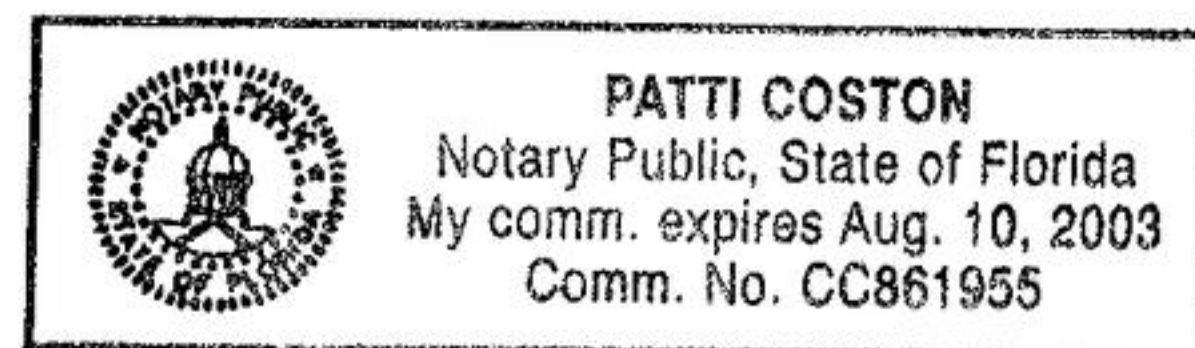
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Acceptance was acknowledged before me the 18th day of February, 2003, by Kenneth L. Johns and Jan J. Doan, as President and Secretary, respectively, of Pine Lake Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who are personally known to me.

WITNESS my hand and official seal on the day and year last aforesaid.


Print name: Patti Coston
Notary Public, State of Florida
My Commission expires: _____



**D.R. HORTON, INC.-
JACKSONVILLE, a Delaware
corporation**

RS Porter
Print name: RS PORTER
[Signature]
Print name: ROBERT PRITE

By: [Signature]
John E. Zakoske
Its Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Acceptance was acknowledged before me the 18 day of Feb., 2003, by John E. Zakoske, as Vice President, of D.R. Horton, Inc.-Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me.

WITNESS my hand and official seal on the day and year last aforesaid.

[Signature]
Print name: Patti Coston
Notary Public, State of Florida
Mt Commission expires: _____

