



FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS
OF RIVER PASSAGE

WHEREAS, River Passage Associates, a Florida general partnership, is the developer (hereafter "Developer") of a certain residential real property development known as River Passage, according to plat thereof as recorded in Plat Book 21, Page 46 of the public records of Clay County, Florida, and

WHEREAS, River Passage Associates did make execute and record certain Covenants and Restrictions thereon, which Covenants and Restrictions were recorded in Plat Book 21, Page 46 of the public records of Clay County, Florida, which Covenants and Restrictions were recorded May 28, 1987 in Official Records Book 1059, Page 330, of the public records of Clay County, Florida, and

WHEREAS, pursuant to paragraph 32 (a) thereof the Developer reserved for itself and its successors and assigns the absolute right to amend the Covenants and Restrictions, and

WHEREAS, the Developer desires to exercise its power to amend the Covenants and Restrictions,

NOW, THEREFORE, the Developer does hereby amend paragraph 8 of said above referenced Covenants and Restrictions, said paragraph 8 to read as follows:

"8. A five (5) member Architectural Control Committee is hereby established, hereinafter referred to as "the Committee". Said Committee shall initially be composed of the following members:

Mel A. Bryan
 C. M. Harris
 James Townsend

Ann McAfee
 Ash Tisdelle

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor it designated representative shall be entitled to any compensation for services performed pursuant to this covenant. No member of the committee, nor its designated representative, shall be liable to any lot owner or any person or entity at law or in equity for any decision or act or failure to act, pursuant to the authority to approve or disapprove various plans or specifications as set forth herein. At such time as all the lots have been improved by residences as contemplated by the Covenants and Restrictions, the developer shall assign and transfer to the River Passage Homeowners Association, Inc., a Florida corporation, or to such other group which represents the majority of the residents as has been established to replace and assume the duties of the River Passage Homeowners Association, Inc., the powers of the Architectural Control Committee, the powers of the Developer to appoint members thereof, and the powers of the Developer to grant variances pursuant to Paragraph 11 of the Covenants and Restrictions."

IN WITNESS WHEREOF, this 8 day of April, 1993.

Sandra B. Almeida

RIVER PASSAGE ASSOCIATES, a
 Florida Partnership by ASH
 TISDELLE, INC., A Florida
 corporation, its sole partner

By
 Achille C. Tisdelle
 President

PREPARED BY AND RETURN TO:

WILLIAM A. HAMILTON, III
 1210 KINGSLEY AVENUE, SUITE 2
 ORANGE PARK, FL 32073

AFFIDAVIT

STATE OF FLORIDA :
COUNTY OF CLAY : ss.
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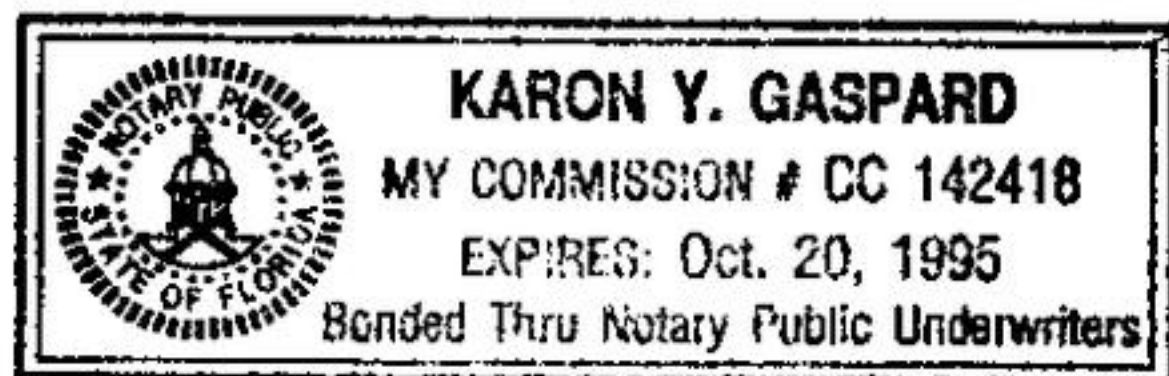
BEFORE ME, the undersigned authority this day personally appeared ACHILLE C. TISDELLE, President of ASH TISDELLE, INC. a Florida corporation, who being first duly sworn deposes and says that ASH TISDELLE, INC., is the sole remaining partner of RIVER PASSAGE ASSOCIATES, a Florida General Partnership; that there are no other partners; that ACHILLE C. TISDELLE, as President of ASH TISDELLE, INC., a Florida corporation, the partner executing the deed had the authority to do so and that the deed was made for carrying on in the usual way the business of the partnership.

ASH TISDELLE, INC. a
Florida corporation

BY: *Achille C. Tisdelle*
ACHILLE C. TISDELLE
PRESIDENT

(SEAL)

The foregoing instrument was acknowledged before me this 8th day of April, 1993, by ACHILLE C. TISDELLE, President of ASH TISDELLE, INC., a Florida corporation, the sole partner of RIVER PASSAGE ASSOCIATES, a Florida General Partnership, on behalf of RIVER PASSAGE ASSOCIATES. He is personally known to me and did take an oath.



KSG
Notary Public: *Personally Known to me.*