

Prepared By and Return To:
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John Keene
Clerk Of Courts
Clay County, FL

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERBEND

This Amendment to Declaration of Covenants, Conditions and Restrictions for Riverbend is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant has previously recorded the Declaration of Covenants, Conditions and Restrictions for Riverbend which was recorded in Official Records Volume 1446, page 2001, of the current public records of Clay County, Florida (the Declaration); and

WHEREAS, the Declarant wishes to amend the Declaration and, pursuant to the provisions of the Declaration, has the right to amend the Declaration; and

WHEREAS, D. W. HUTSON CONSTRUCTION, INC., a Florida corporation, is now the owner of certain lots in Riverbend and joins in the execution of this amendment to indicate its willingness that the lots it owns shall be subject to the additional restrictions set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declaration to add and incorporate the following Conservation Easement.

1. "Conservation Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as WETLANDS, including but not limited to those areas of Lots 7 thru 17 inclusive and Lots 69 thru 74 inclusive noted on the Plat as WETLANDS.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the

Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Clay County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs or other vegetation, except selective minimal trimming or pruning by the owners of Lots 8, 9 and 10 as is necessary for safe visibility in the driveway areas.

d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

B. The following activities shall constitute permitted activities (the "Permitted Activities"):

a) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40C-12-019-0006AM.

2. No fences or other structures, other than the subdivision perimeter fence erected by Declarant, shall be permitted along the rear twenty ('20') feet of Lots 18, 19, 20, 21 and 22 without the prior approval of Clay County.

3. Except as amended herein, the aforesaid declaration as previously amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed this 16th day of August, 1993, by Declarant.

Signed, sealed and delivered in the presence of:

HUTSON LAND COMPANY, INC.

Dorothy E. Pearce
[Signature]

By: Kenneth L. Johns Jr.
 KENNETH L. JOHNS, JR.
 Its Vice President

D. W. HUTSON CONSTRUCTION, INC.

Dorothy E. Pearce
[Signature]

By: Kenneth L. Johns Jr.
 KENNETH L. JOHNS, JR.
 Its Vice President

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of August, 1993, by KENNETH L. JOHNS, JR., the Vice President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Dorothy E. Pearce
 Notary Public, State of Florida



My commission expires:

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of August, 1993, by KENNETH L. JOHNS, JR., the Vice President of D. W. HUTSON CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Dorothy E. Pearce
 Notary Public, State of Florida



My commission expires: