

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
OCEAN BREEZE OF SOUTH JACKSONVILLE BEACH TOWNHOMES**

The undersigned amends the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Breeze of South Jacksonville Beach Townhomes as recorded in the public records of Duval County, Florida, in Official Records Book 17296, Page 1323, as follows:

1. Article VII- Use of Property, Section 8 is hereby amended to read as follows:

Section 8 - Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure to be built, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well (subject to state and local rules and regulations with respect thereto) to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and disposal plan owned and controlled by the utility company or its assigns. Ocean Breeze of South Jacksonville Beach Townhomes has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

2. Article IX- Utility Easements and Other Easements, Section 2 is hereby amended to read as follows:

Section 2. Developer reserves for itself and for the Association and its designees a blanket easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front, side and rear Lot line and a blanket easement for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage and for sewer, and for services supplied by either Developer or Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property. The Homeowner's Association shall be responsible for the cost of this easement by assessment to the Owners.

Signature Pages to follow

Signature Page of Developer

Signed, sealed and delivered
in the presence of:

Hawks Landing at
Fleming Island II, LLC

Witness 1:

Witness Sign Name: BM Cowart
Witness Print Name: BM Cowart

By: [Signature]
Name: Keith Pereau
Title: Managing Member
Date: 10/7/2015

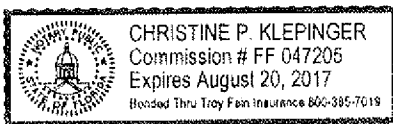
Witness 2:

Witness Sign Name: Christine Klepinger
Witness Print Name: Christine Klepinger

State of Florida
County of Clay

The foregoing instrument was personally acknowledged before me this 7th day of October, 2015, by Keith Pereau, Managing Member of Hawks Landing at Fleming Island II, LLC., a Florida limited liability company, who is personally known to me or produced _____ as identification.

(Affix Notary Stamp)



Notary Sign Name: Christine P. Klepinger
Notary Print Name: Christine P. Klepinger
Notary Public, State of Florida
Notary Commission Expires: Aug. 20, 2017
Notary Commission Number: FF 047205