

This instrument prepared by:
Sean Murrell, Esq.
MURRELL LAW, LLC
152 Roberts Drive
Jacksonville Beach FL 32250

**NOTICE OF PRESERVATION OF THE
“DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
VILLAGES OF FIRESIDE”, RECORDED IN OFFICIAL RECORDS BOOK 1192, PAGE
583, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA**

The undersigned authority hereby certifies that at least two-thirds of all directors of the Association of Villages of Fireside, Inc., address being c/o The CAM Team, 1008-120 Park Avenue, Orange Park, FL 32073, approved the preservation of the “Declaration of Covenants, Restrictions and Easements for Villages of Fireside”, as recorded on November 21, 1988, in Official Records Book 1192, Page 583; as amended and recorded on December 1, 1988, in Official Records Book 1195, Page 040; as amended and recorded on July 31, 1989, in Official Records Book 1251, Page 747; as amended and recorded on February 1, 1990, in Official Records Book 1296, Page 364; as amended and recorded on March 15, 1990, in Official Records Book 1306, Page 334; as amended and recorded on January 11, 1995, in Official Records Book 1536, Page 1227; as amended and recorded on May 9, 1997, in Official Records Book 1655, Page 1553; as amended and recorded on January 16, 1998, in Official Records Book 1696, Page 1439; as amended and recorded on February 23, 1999, in Official Records Book 1775, Page 1801; as amended and recorded on February 23, 1999, in Official Records Book 1775, Page 1805, of the Public Records of Clay County, Florida, which encumbers the land described in “Composite Exhibit A” attached hereto.

The undersigned further certifies and attests that the aforementioned preservation vote took place at a meeting for which a notice, stating the meeting’s time and place and containing the statement of marketable title action described in Fla. Stat. 712.06(1)(b), was mailed or hand delivered to all members of the association not less than fourteen days (14) before the meeting date.

Witness my hand and seal this 10th day of May, 2018.

WITNESSES:

Association of Villages of Fireside, Inc.

Randall Hanstun
Name:

By [Signature]
Jim Link, its President

[Signature]
Name:

<NOTARIZATION ON FOLLOWING PAGE>

STATE OF FLORIDA
COUNTY OF Clay

Before me, the undersigned authority, personally appeared Jim Link, President of Association of the Villages of Fireside, Inc., who is personally known to me [] or produced _____ as identification, and acknowledged before me that he freely and voluntarily executed the same as an officer under authority vested in him by said Association.

Witness my hand and official seal in the State and County aforesaid, this 10th day of May, 2018.

My Commission Expires:


NOTARY PUBLIC, STATE OF FLORIDA
Name: Gina M. Cabral



That certain tract of land, consisting of Section 44 and a portion of Sections 4, 5 and 45, all in Township 3 South, Range 25 East, Clay County, Florida, together with and including a portion of Tract "A" and a portion of Lots 1, 2, 3, 4 and 5 Block 9, Kidaught Landing Unit 7, according to map thereof as recorded in Plat Book 18, Pages 14 and 15 of the public records of said Clay County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of lot 5, Block 1, Kidaught Landing, according to map thereof as recorded in Plat Book 18, Pages 14 and 15 of said public records of Clay County, Florida; thence South 89° 25' 00" East on the North line of said Section 4, Township 3 South, Range 25 East, a distance of 265.00 feet to the Northeast corner of land described and recorded in Official Records Volume 313, Page 379 of said public records of Clay County, Florida, said Northeast corner being the point of beginning of land described herein; thence South 00° 39' 27" West, on the East line of said land described in Official Records Volume 313, Page 379, a distance of 230.00 feet; thence South 89° 30' 33" East a distance of 33.00 feet; thence South 46° 30' 33" East a distance of 70.00 feet; thence South 89° 30' 33" East a distance of 130.00 feet; thence South 57° 21' 39" East a distance of 239.10 feet; thence South 34° 43' 10" East a distance of 317.04 feet; thence South 42° 29' 06" East a distance of 477.18 feet; thence North 89° 36' 03" East a distance of 436.36 feet; thence North 74° 26' 38" East a distance of 69.42 feet; thence North 42° 06' 10" East a distance of 94.18 feet; thence North 23° 51' 30" East a distance of 144.31 feet; thence South 68° 50' 19" East a distance of 337.42 feet; thence North 34° 41' 43" East a distance of 79.06 feet; thence North 69° 13' 19" East a distance of 141.77 feet; thence South 80° 30' 33" East a distance of 194.46 feet; thence South 55° 29' 29" East a distance of 97.00 feet; thence South 11° 33' 12" East a distance of 97.03 feet; thence South 41° 33' 01" East a distance of 128.47 feet; thence South 31° 48' 05" West a distance of 161.55 feet; thence South 34° 12' 41" West a distance of 190.55 feet; thence South 04° 08' 05" East a distance of 139.33 feet; thence South 14° 02' 10" West a distance of 144.31 feet; thence South 31° 34' 12" East a distance of 231.19 feet; thence South 64° 46' 05" East a distance of 74.16 feet; thence South 37° 33' 50" West a distance of 192.35 feet; thence South 81° 31' 11" West a distance of 673.34 feet; thence North 46° 33' 34" West a distance of 709.33 feet; thence North 89° 36' 33" West a distance of 1430.00 feet to the Northeast corner of APALACHICOLA BOULEVARD, an 80 foot wide right-of-way (as now established), according to aforesaid map of Kidaught Landing Unit 7, as recorded in Plat Book 18, Pages 14 and 15 of said public records of Clay County, Florida; thence South 00° 39' 27" West on the East line of said Kidaught Landing Unit 7, a distance of 740.30 feet; thence South 41° 29' 12" West on a southeasterly line of said Kidaught Landing Unit 7, a distance of 367.89 feet to the most Easterly corner of aforesaid Lot 5, Block 9, Kidaught Landing Unit 7; thence continue South 41° 29' 12" West, on the Southeast line of said Lot 5, a distance of 91.63 feet; thence North 74° 46' 41" West, a distance of 136.03 feet to the point of a curve to the left, said curve being concave to the South and having a radius of 330.00 feet and a central angle of 26° 14' 39"; thence westerly along and around said curve on arc distance of 251.32 feet to the point of tangency of said curve, said arc of curve being subtended by a chord bearing of South 88° 03' 36" West and a chord distance of 249.73 feet; thence South 74° 38' 37" West, a distance of 209.43 feet to the point of a curve to the right, said curve being concave to the North and having a radius of 430.00 feet; thence westerly along and around said curve on arc distance of 33.53 feet to a point on the West line of aforesaid Tract "A", Kidaught Landing Unit Two, said arc of curve being subtended by a central angle of 04° 32' 03" and a chord bearing of South 73° 14' 40" West and a chord distance of 35.41 feet; thence North 00° 39' 27" East on said West line of Tract "A" and the Northerly prolongation thereof a distance of 303.01 feet to the Southeast corner of land described and recorded in Official Records Volume 313, Page 442 of said public records of Clay County, Florida; thence North 89° 40' 00" West, on the South line of said land, a distance of 1279.73 feet to the East right-of-way line of County Road No. C-209 (formerly State Road No. 8-109), a 100 foot wide right-of-way (as now established); thence South 00° 31' 00" West, on said East right-of-way line, a distance of 335.70 feet; thence South 89° 40' 00" East, a distance of 1278.24 feet to a point on said West line of Tract "A", Kidaught Landing Unit Two; thence South 00° 29' 27" West on said West line and the Southerly prolongation thereof a distance of 300.00 feet; thence North 89° 40' 00" East, a distance of 477.12 feet to the Northeast corner of HIGHLAND CREEK, a proposed subdivision; thence run the following four (4) courses on the East and South line of said proposed HIGHLAND CREEK SUBDIVISION: (COURSE NO. 1) thence South 00° 31' 00" West, a distance of 487.78 feet; (COURSE NO. 2) thence North 89° 39' 00" West, a distance of 230.00 feet; (COURSE NO. 3) thence South 00° 31' 00" West, a distance of 400.00 feet; (COURSE NO. 4) thence North 89° 39' 00" West, a distance of 375.00 feet to the East right-of-way line of said County Road No. C-209, a 100 foot wide right-of-way (as now established); thence South 00° 31' 00" West, on said East right-of-way line, a distance of 1149 feet more or less to the waters of Black Creek; thence Southeasterly, Northerly, Northwesterly, Northeasterly, Southeasterly and Easterly along and around the meanderings of said waters of Black Creek, a distance of 10,140 feet more or less to the intersection of said waters with the waters of Little Black Creek; thence Northeasterly, Northerly and Northwesterly along and around the meanderings of said waters of Little Black Creek, a distance of 8,990 feet more or less to the intersection of said waters with the aforesaid North line of Section 4, Township 3 South, Range 25 East, said intersection being South 89° 25' 00" East and at a distance of 673 feet more or less from the point of beginning; thence North 89° 25' 00" West on said North line of Section 4, a distance of 673 feet more or less to the point of beginning.

Excepting therefrom a portion of Section 45, Township 3 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

Commence at the intersection of the 1/4 corner with the North line of Section 4, Township 3 South, Range 25 East of said County, said point also being the Northwest corner of the East 1/2 of said Section 4, run thence South 00° 29' 27" West along the West line of the East 1/2 of said Section 4, a distance of 2466.44 feet; thence North 74° 15' 48" East, a distance of 4376.76 feet to the point of beginning; thence North 00° 31' 00" West, 778 feet; thence South 73° 18' 38" East, 342 feet; thence South 00° 39' 27" East, 63 feet; thence South 77° 36' 12" East, 428 feet; thence South 46° 30' 33" East, 400 feet; thence South 46° 36' 12" East, 283 feet; thence South 33° 04' 12" East, 143 feet; thence South 61° 31' 12" East, 264 feet; thence South 88° 17' 12" West, 90.55 feet; thence South 17° 36' 12" East, 136 feet; thence South 18° 06' 12" West, 136 feet; thence North 71° 34' 12" West, 334 feet; thence North 03° 10' 12" West, 216 feet; thence North 17° 37' 12" East, 128 feet; thence North 61° 23' 12" West, 378 feet; thence North 81° 00' 12" West, 943 feet to the point of beginning.

Containing 22 acres more or less.

"Exception above described and recorded in Official Records Volume 313, Page 174 of the public records of Clay County, Florida".

Also excepting from the above described Tract of land a portion of Section 45, Township 3 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

Begin at the Northwest corner of land excepted and described above, "said excepted land" being described and recorded in Official Records Volume 313, Page 174 of said public records of Clay County, Florida; thence run the following ten (10) courses on the Northerly and Easterly lines of said "land": (COURSE NO. 1) thence South 73° 36' 12" East a distance of 342 feet; (COURSE NO. 2) thence South 00° 39' 27" East, a distance of 63 feet; (COURSE NO. 3) thence South 77° 36' 12" East, a distance of 428 feet; (COURSE NO. 4) thence South 46° 30' 33" East, a distance of 400 feet; (COURSE NO. 5) thence South 46° 36' 12" East, a distance of 283 feet; (COURSE NO. 6) thence South 33° 04' 12" East, a distance of 143 feet; (COURSE NO. 7) thence South 61° 31' 12" East, a distance of 264 feet; (COURSE NO. 8) thence South 88° 17' 12" West, a distance of 90.55 feet; (COURSE NO. 9) thence South 17° 36' 12" East, a distance of 136 feet; (COURSE NO. 10) thence South 18° 06' 12" West, a distance of 136 feet to the Southwest corner of said land; thence South 71° 34' 12" East, a distance of 334 feet more or less to the waters of LITTLE BLACK CREEK; thence Northeasterly along and around the meanderings of said waters of LITTLE BLACK CREEK, a distance of 2780 feet more or less to a point which bears North 00° 39' 27" West and is a distance of 203 feet more or less from the point of beginning; thence South 00° 39' 27" East, a distance of 703 feet more or less to the point of beginning.

EXHIBIT A

1492-013

EXHIBIT B

Being a recapitulation of a portion of Tract "A", Lots 1, 2, 3, 4 and 5, Block 2, Aldaught Landing Unit 2, according to map thereof as recorded in Plat Book 10, pages 14 and 15 of the Public Records of Clay County, Florida, together with a portion of Sections 4 and 42, Township 3 South, Range 20 East, of said Clay County, and being more particularly described as follows:

Begin at the most easterly corner of said Lot 2, Block 2, Aldaught Landing Unit 2; thence on the Southeastern line of said Unit 2, North 41 degrees 20 minutes 27 seconds East, 253.35 feet;

Thence South 53 degrees 00 minutes 00 seconds East, 245.00 feet;

Thence North 37 degrees 00 minutes 00 seconds East, 250.00 feet;

Thence South 53 degrees 00 minutes 00 seconds East, 117.39 feet;

Thence South 40 degrees 42 minutes 14 seconds East, 225.00 feet;

Thence on the arc of a curve concave Southeasternly and having a radius of 335.00 feet, a chord distance of 82.06 feet, the bearing of said chord being North 57 degrees 46 minutes 21 seconds East;

Thence South 23 degrees 45 minutes 04 seconds East, 171.73 feet;

Thence South 00 degrees 52 minutes 12 seconds East, 79.00 feet;

Thence South 53 degrees 00 minutes 00 seconds East, 112.82 feet;

Thence South 67 degrees 00 minutes 00 seconds East, 347.27 feet;

Thence South 08 degrees 20 minutes 40 seconds West, 75.41 feet;

Thence South 20 degrees 34 minutes 12 seconds East, 200.00 feet;

Thence South 68 degrees 41 minutes 32 seconds West, 330.00 feet;

Thence North 53 degrees 00 minutes 00 seconds West, 310.00 feet;

Thence South 37 degrees 00 minutes 00 seconds West, 225.00 feet;

Thence South 49 degrees 16 minutes 00 seconds West, 85.00 feet;

Thence South 72 degrees 04 minutes 20 seconds West, 80.00 feet;

Thence North 03 degrees 07 minutes 10 seconds West, 113.00 feet;

Thence North 20 degrees 29 minutes 00 seconds West, 76.00 feet;

Thence North 42 degrees 28 minutes 52 seconds West, 86.00 feet;

Thence North 53 degrees 00 minutes 00 seconds West, 354.00 feet;

Thence South 67 degrees 04 minutes 20 seconds West, 137.00 feet;

Thence South 70 degrees 21 minutes 38 seconds West, 110.00 feet;

Thence South 82 degrees 20 minutes 40 seconds West, 115.00 feet;

Thence South 89 degrees 00 minutes 36 seconds West, 110.00 feet;

Thence North 10 degrees 10 minutes 20 seconds West, 110.00 feet;

Thence North 11 degrees 12 minutes 16 seconds East, 160.00 feet;

Thence North 70 degrees 40 minutes 44 seconds West, 264.21 feet;

Thence on the arc of a curve concave Southernly and having a radius of 470.00 feet, a chord distance of 213.41 feet, the bearing of said chord being South 88 degrees 05 minutes 37 seconds West;

Thence South 74 degrees 30 minutes 37 seconds West, 131.23 feet;

Thence on the arc of a curve concave Southeasternly and having a radius of 660.00 feet, a chord distance of 167.60 feet, the bearing of last said chord being South 67 degrees 51 minutes 30 seconds West;

Thence South 60 degrees 44 minutes 10 seconds West, 97.20 feet;

Thence on the arc of a curve concave Northwesternly and having a radius of 716.67 feet, a chord distance of 371.16 feet, the bearing of last said chord being South 75 degrees 32 minutes 05 seconds West;

Thence North 27 degrees 40 minutes 00 seconds West, 111.79 feet to the East line of County Road No. C-202 (formerly State Road No. 2-2011);

Thence on last said line North 00 degrees 21 minutes 00 seconds East, 310.01 feet;

Thence on the arc of a curve concave Northeasternly and having a radius of 30.00 feet, a chord distance of 42.43 feet, the bearing of last said chord being South 44 degrees 39 minutes 34 seconds East;

Thence South 08 degrees 40 minutes 00 seconds East, 70.90 feet;

Thence on the arc of a curve concave Southwesternly and having a radius of 343.03 feet, a chord distance of 89.70 feet, the bearing of last said chord being South 02 degrees 10 minutes 00 seconds East;

Thence South 74 degrees 40 minutes 08 seconds East, 246.37 feet;

Thence on the arc of a curve concave Northeasternly and having a radius of 719.50 feet, a chord distance of 187.05 feet, the bearing of last said chord being South 02 degrees 10 minutes 00 seconds East;

Thence South 00 degrees 40 minutes 00 seconds East, 193.54 feet;

Thence on the arc of a curve concave Northwesternly and having a radius of 660.00 feet, a chord distance of 337.11 feet, the bearing of last said chord being North 75 degrees 32 minutes 05 seconds East;

Thence North 60 degrees 44 minutes 10 seconds East, 87.63 feet;

Thence on the arc of a curve concave Southeasternly and having a radius of 740.00 feet, a chord distance of 183.43 feet, the bearing of last said chord being North 87 degrees 51 minutes 20 seconds East;

Thence North 74 degrees 30 minutes 37 seconds East, 131.23 feet;

Thence on the arc of a curve concave Southeasternly and having a radius of 530.00 feet, a chord distance of 249.73 feet, the bearing of last said chord being North 88 degrees 05 minutes 37 seconds East;

Thence South 70 degrees 46 minutes 44 seconds East, 184.03 feet to said Southeasternly line of Aldaught Landing Unit 2;

Thence on last said line North 41 degrees 20 minutes 27 seconds East, 91.65 feet to the Point of Beginning.

1192ms:011

EXHIBIT C

A parcel of land situated in the Southwest 1/4 of Section 4, Township 5 South, Range 25 East, Clay County, Florida and being more particularly described as follows:

1192 PAGE 615

Commence at the Northwest corner of Highland Oaks, as shown on map thereof, as recorded in Plat Book 21, pages 4 and 5, of the public records of said Clay County, Florida, said Northwest corner being on the East Right-of-Way line of County Road No. C-209 (formerly State Road No. S-209); thence North 00 degrees 21 minutes 00 seconds East, on last said line, 500.00 feet to the South line of Fireside Drive according to Plat Book 22, pages 47 thru 50 of the public records of said county; thence on last said line South 89 degrees 40 minutes 08 seconds East 748.00 feet to the Point of Beginning; thence continue South 89 degrees 40 minutes 08 seconds East, 530.36 feet to the West boundary line of Ridaught Landing Unit 2, as shown on map recorded in Plat Book 18, pages 14 and 15, of said public records; thence South 00 degrees 29 minutes 27 seconds West on last said line, and the Southerly projection thereof, being the East line of the Northeast 1/4 of aforesaid Southwest 1/4 of Section 4; a distance of 350.00 feet; thence North 89 degrees 40 minutes 08 seconds West, 413.55 feet; thence North 17 degrees 58 minutes 52 seconds West, 368.67 feet to the Point of Beginning.

Containing 3.79 acres, more or less.

EXHIBIT C-1

A parcel of land situated in the Southwest 1/4 of Section 4, Township 5 South, Range 25 East, Clay County, Florida and being more particularly described as follows:

1192 PAGE 613

Commence at the Northwest corner of Highland Oaks, as shown on map thereof, as recorded in Plat Book 21, pages 4 and 5, of the public records of said Clay County, Florida, said Northwest corner being on the East Right-of-Way line of County Road No. C-209 (formerly State Road No. S-209); thence North 00 degrees 21 minutes 00 seconds East on last said line 250.00 feet to the Point of Beginning; thence continue North 00 degrees 21 minutes 00 seconds East, 250.00 feet to the South line of Fireside Drive according to Plat Book 22, pages 47 thru 50 of the public records of said county; thence on last said line South 89 degrees 40 minutes 08 seconds East 748.00 feet; thence South 17 degrees 58 minutes 52 seconds East, 368.67 feet; thence North 89 degrees 40 minutes 08 seconds West 113.99 feet; thence North 63 degrees 39 minutes 06 seconds West 227.98 feet; thence North 89 degrees 40 minutes 08 seconds West, 545.04 feet to the Point of Beginning.

Containing 4.99 acres, more or less.

Tupper Lake, N.Y.
 on the 1st of March.
 T. 11 - 571
 Large Tack, N.Y.
 3467
 571

1322

.1195 PAGE 040

RETURN TO: AN
JACKSON, N. C.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of November, 1988 by James R. Menard, President of Villages of Fireside Corporation, a Florida corporation, on behalf of the corporation.

James R. Menard
Notary Public, State of Florida
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Mar. 29, 1993
Bonded thru Patterson - Becht Agency

JOINDER .1195 PAGE 041

THE UNDERSIGNED, who is the owner and holder of Exhibit C Property as described in the Declaration does hereby join in this First Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside for the purpose of consenting thereto.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this day of , 1988.

PJH DEVELOPMENT, LTD., a Florida
Limited Partnership

By:
Its: Managing General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1 day of , 1988 by P. J. Hopper, as Managing General Partner of PJH DEVELOPMENT, LTD., a Florida Limited Partnership, on behalf of PJH DEVELOPMENT, LTD.

Notary Public, State of Florida
My Commission Expires:

JOINDER

THE UNDERSIGNED, who is the owner and holder of Exhibit C-1 Property as described in the Declaration does hereby join in this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside for the purpose of consenting thereto.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this day of , 1988.

PJH DEVELOPMENT, LTD., a Florida
Limited Partnership

By:
Its: Managing General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1 day of , 1988 by P. J. Hopper, as Managing General Partner of PJH DEVELOPMENT, LTD., a Florida Limited Partnership, on behalf of PJH DEVELOPMENT, LTD.

Notary Public, State of Florida
My Commission Expires:

JOINDER OF MORTGAGEE

THE UNDERSIGNED, CLAY COUNTY BANK, the owner and holder of that certain Mortgage recorded in Official Records Volume 1086, page 072 of the public records of Clay County, Florida (the "Mortgagee"), does hereby join in the execution of the forgoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside and does agree that the lien of the Mortgage is now and shall hereafter be subject to the provisions of the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside.

1195 PAGE 042

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the Mortgage from the lien, operation, force and effect of the Mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this 22 day of _____, 1988.

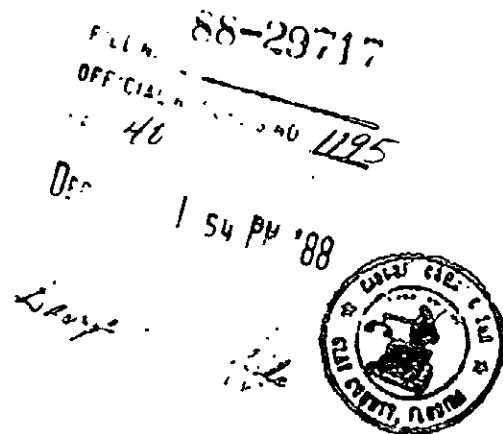
CLAY COUNTY BANK

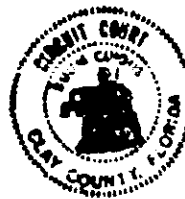
By: _____
Its Vice President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 22 day of _____, 1988 by EARL E. HARTSFIELD, Vice President of CLAY COUNTY BANK, a banking corporation organized and existing under the laws of the United States of America, on behalf of such corporation.

Notary Public, State of Florida
My Commission Expires:





Book: 1536
Page: 1227
Rec: 01/11/95
03:21 P.M.
File: 2501086
John Keene
Clerk Of Courts
Clay County, FL

Prepared By and Return To:
Clifford B. Newton, Esquire
Newton, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

1950
4

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
VILLAGES OF FIRESIDE**

THIS FIFTH AMENDMENT TO DECLARATION is made this 5th day of January, 1995, by THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a Florida corporation, assignee of The Villages of Fireside Corp., hereinafter "Developer", which term includes its successors and assigns.

BACKGROUND

A. Developer caused an instrument entitled Declaration of Covenants Conditions Restrictions and Easements for Villages of Fireside to be recorded in the public records of Clay County, Florida, in Official Records Volume 1192, page 583 (the "Declaration").

B. Developer caused an instrument entitled First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside to be recorded in the public records of Clay County, Florida, in Official Records Volume 1195, page 40 (the "First Amendment") amending the Declaration.

C. Developer caused an instrument entitled Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside to be recorded in the public records of Clay County, Florida, in Official Records Volume 1251, page 747 (the "Second Amendment") amending the Declaration.

D. Developer caused an instrument entitled Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside to be recorded in the public records of Clay County, Florida, in Official Records Volume 1296, page 364 (the "Third Amendment") amending the Declaration.

E. Developer caused an instrument entitled Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside to be recorded in the public records of Clay County, Florida, in Official Records Volume 1306, page 334 (the "Fourth Amendment") amending the Declaration.

F. The undersigned, THE INDEPENDENT LIFE & ACCIDENT INSURANCE COMPANY, is the assignee of the rights of Developer pursuant to the provisions of the Deed In Lieu of Foreclosure dated April 14, 1992, and recorded in Official Records Book 1411, page 1607, of the public records of Clay County, Florida.

G. Developer desires to amend the Declaration as set forth below, and Developer has the right to so amend the Declaration.

NOW, THEREFOKE, for and in consideration of the premises and benefit of itself and of persons claiming by, through or under it, Developer hereby amends the Declaration as follows:

(J)

1. To the exhibit titled "General Scheme of Development Villages of Fireside Planned Unit Development" which is attached to the Third Amendment, there shall be added the following paragraph:

"The above and foregoing anticipation of price range shall not preclude the construction of units that are less than \$125,000 or more than \$150,000 in 1989 dollars. The Developer does not intend in any manner whatsoever to cause to be placed in the public records any particular price range that might, should the completed dwelling vary from said range, give rise to any enforcement by any individual lot owner or the Association concerning the construction of a completed dwelling that does not adhere to that anticipated price range."

2. Article I (definitions) is amended to add the following paragraph number 28:

"28. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C."

3. Article III (use restrictions on residential property), Paragraph B, is amended by adding the following paragraph number 24:

"24. Maintenance and Operation of Swales. It shall be the responsibility of the Association to maintain the operation and repair of the surface water or stormwater management systems. However, on lots that have swales, the individual homeowners shall maintain a grass cover to prevent erosion of said swale and shall not alter the slope of any swale or obstruct the drainage through the swale system. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating, or otherwise obstructing the surface water flow in the swales is prohibited."

4. Article VIII (general provisions) is amended by adding the following un-numbered subparagraph to paragraph D (enforcement):

"The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system."

5. Article VIII (general provisions) is amended by adding to Paragraph E (amendment and modification) the following new subparagraph number 4:

E. "4. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water

management portions of the common areas, must have the prior approval of the St. Johns River Water Management District."

6. Pursuant to Article VIII, paragraph A, each owner is required to conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental authorities. Pursuant to said requirement, each owner shall, therefore, be subject to Section 704.06, Florida Statutes, which prohibits all construction waterward of the governmental jurisdiction line shown on the plat(s) of the property, including dredging or filling, except that which is specifically authorized by an appropriate permit. In addition to dredging and filling, the following shall also be considered acts in violation of the rules and regulations promulgated by the St. Johns River Water Management District:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, 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;

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

(e) Surface use, except for purposes that permit the land or water 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; and

(g) Acts or uses detrimental to such retention of land or water areas.

7. Except as specifically amended hereby, the Declaration, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is unchanged.

IN WITNESS WHEREOF, this Fifth Amendment has been executed by the Developer on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY.

Beth DeCosta
Signature of witness
BETH DECOSTA
Printed name of witness

By: Boyd E. Lyon, Sr.
BOYD E. LYON, SR.
Its Executive Vice President

J. J. F. Smith
Signature of witness
J. J. F. SMITH
Printed name of witness

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of January, 1995, by BOYD E. LYON, SR., Executive Vice President of THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a Florida corporation, on behalf of the corporation. He (X) is personally known to me; or () produced _____ as identification.

Beth Laine DeCosta
Notary Public, State of Florida

My commission expires:

