AMENDMENT TO DECLARATION

THIS AMENDMENT is made this 1st day of December, 1998, by Settler’s Landing Homeowners Association, Inc. (“Association”).

RECITALS

A. Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settler’s Landing, recorded in Official Records Volume 6137, Page 2375, as supplemented by Supplemental Declaration recorded in Official Records Volume 6269, Page 1130, of the public records of Duval County, Florida (“Declaration”).

B. By that certain Assignment of Declarant Rights recorded in Official Records Volume 6405, Page 1306, of the public records of Duval County, Florida, Westport Development, Inc. assigned its rights as Developer under the Declaration to Developer.

C. Pursuant to the provisions of (i) the By-Laws of Settler’s Landing Homeowners Association, Inc. and (ii) the Declaration of Covenants, Conditions and Restrictions of Settler’s Landing, the Developer assigned its rights under the Declaration to the Association.

D. Pursuant to the provisions of Paragraph 7.1 and 7.2, the Association is entitled to amend the Declaration under the terms and conditions stated therein.

E. The Association desires to make amendments and to set forth such amendments herein.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Section 4.3 is hereby amended whereby Class II (“Undeveloped Lots”) shall be assessed the full annual assessment as per “developed lots”.

2. Pursuant to Section 5.1, the Association has established an “Architectural Review Board” (“ARB”), which has been empowered to review all requests from homeowners for any exterior modifications to their property. The ARB then reports to the Board their recommendations, and the Board has the final word on approval or disapproval of a request. Attached hereto is the format to be used to submit a request to the ARB.

3. Section 5.3 is hereby amended to allow the installation of a picket fence, subject to the processing of the request through ARB and subsequent Board approval.

4. Section 5.11 is hereby amended to read in its entirety as follows:

5.11 Parking of Wheeled Vehicles, Boats, Etc.: No recreational vehicles, boats, travel trailers, campers, trucks (other than pickup trucks or sports utility vehicles) or other offensive objects of any kind may be kept or parked between the paved road and the residential structures without approval. Such vehicles or objects may be so kept if completely inside a garage or within the side or rear yard, provided there is an approved privacy fence shielding such vehicle or object from adjoining residences. Private automobiles or vehicles (pickup trucks or sports utility vehicles) of the lot owners and/or guests of lot owners may be parked in the driveway between the street and the residence provided same do not block the sidewalk access. Lot owners are allowed to have commercial signs on their vehicles provided such is required by their employer or for their employment. Delivery vehicles and/or service vehicles may be parked in the driveway or on the street as approved only during the times necessary for pick up and/or delivery or for the purpose of services provided to the residence. No wheeled vehicles of any type, including but not limited to recreational vehicles, boats, travel trailers, campers, trucks, etc. shall be kept or parked on the front grassed area or the side yard grassed area of any lot. No trailers or mobile homes may be maintained or kept on any lot.

5. Section 5.13: Aerials and Antennae is hereby amended to add the following to the last word of the section:

5.13 ... unless appropriately screened from view of the neighboring owners and from the street, and also subject to the approval by the ARB and the Board.
6. Article VIII. Use Restrictions, as follows is hereby added to the Declaration:

ARTICLE VIII

USE RESTRICTIONS

In order to preserve and enhance the value of the individual properties within the Association, the following provisions shall apply:

8.1 Lawns/Landscaping Maintenance: The owner shall maintain the lawn/landscaping to meet or exceed the minimum standards established from time to time by the Landscape Committee or the ARB. As a minimum standard, lawns shall be maintained at a height not to exceed five (5) inches, no weeds, underbrush or other unsightly vegetation shall be allowed or permitted to grow. In the event that any owner fails to maintain its respective lot to the minimum standard, after notification from the Association, the Association shall have the option of causing said property to be maintained at the expense of the owner and such maintenance and/or entry shall not be deemed a trespass.

8.2 Debris: There shall be no debris allowed to remain on any portion of the property except when such debris has been properly bagged and/or sized to allow for pick up by the City trash collection company.

8.3 Fences: Fences that have been installed subject to prior approval by the ARB shall be maintained in good repair.

8.4 Exterior: The exterior of all structures shall be properly maintained and repainted as necessary.

8.5 Garage Doors: Garage doors shall be maintained in good condition, and shall be closed when not in use.

8.6 House Numbers: House numbers shall be affixed to the individual property in accordance with the City ordinance.

8.7 Garbage and Trash Containers: All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view except during pick up.

8.8 Control of Animals and Pets: Owners of animals shall be required to comply with all City ordinances pertaining to animals with specific reference to the leash law. In addition, owners of animals shall be required to properly dispose of any pet waste. Pets and animals are excluded from the playground area.

8.9 Noise: Noise emanating from a property must be at such a level as not to cause a nuisance to neighbors. Noise emanating from a property must be maintained at a low decibel reading from the hours of 10:00 pm until 9:00 am such that the noise is not audible from the adjoining properties.

7. Except as modified herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association sets its hand and seal on the date first above written:

Witnessed:

Settler’s Landing Homeowners Association

By: Sandra J. Licht

Its: President
STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of July 2000, by SCOTT J. HOFF, as President of Student Teaching Improvement Association, Inc., a Florida corporation, on behalf of the corporation. (S)He is: [X] personally known to me; [ ] not personally known to me; [ ] has been produced identification; and who: [X] did [ ] did not take an oath.

[Signature]
Print Name: Notary Public, State of Florida at Large

[Notary Seal]
MY COMMISSION # CC84177 EXPIRES November 14, 2002

My commission expires: 1
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SETTLER'S LANDING
(Annexing Pilgrims Trace Unit Two)

This Supplemental Declaration is made this 24th day of
corporation ("Developer").

WITNESSETH:

WHEREAS, Westport Development, Inc. was the Developer under
that certain Declaration of Covenants, Conditions and Restrictions
of Settler's Landing, recorded in Official Records Volume 6137,
page 2375, as amended in the First Amendment to Declaration of
Covenants, Conditions and Restrictions of Settler's Landing,
recorded in Official Records Volume 6191, page 1568, and
supplemented by Supplemental Declaration of Covenants, Conditions
and Restrictions of Settler's Landing, recorded in Official Records
Volume 6269, page 1139, and supplemented by Supplemental
Declaration of Covenants, Conditions and Restrictions of Settlers
Landing, recorded in Official Records Volume 6749, page 802, all in
the public records of Duval County, Florida (all jointly referred
to herein as the "Declaration"); and

WHEREAS, all of the rights and obligations of developer have
been assigned to Developer by assignments previously recorded in
the current public records of Duval County, Florida; and

WHEREAS, pursuant to paragraph 7.6 of the Declaration, the
Developer is permitted to annex future Development Property to the
Declaration without consent of any other person or entity; and

WHEREAS, Developer is the fee simple owner of all Lots in that
certain subdivision known as Pilgrims Trace Unit Two, according to
the plat thereof recorded in Plat Book 47, pages 46, 46A, 46B, 46C, 46D,
and 46E

of the current public records of Duval County, Florida. ("Pilgrims
Trace Unit Two"), which land constitutes a part of the Future Development Property; and

WHEREAS, Developer desires to annex the Future Development Property to the Declaration.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions which are contained herein, Developer hereby declares that Pilgrim's Trace Unit Two shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, charges and liens of the declaration, which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 16th day of July, 1992.

Signed, sealed and delivered in the presence of:

[Signature]

STOKES-COLLINS DEVELOPMENT, INC.
By: J. D. COLLINS
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

This instrument was acknowledged before me this 16th day of July, 1992, by J. D. COLLINS, President of STOKES-COLLINS DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida
OFFICIAL RECORDS
ASSIGNMENT OF DEVELOPER'S RIGHTS
(SETLER'S LANDING)

THIS ASSIGNMENT is made this 2nd day of August, 1989, by WESTPORT DEVELOPMENT, INC., a Florida corporation, ("Westport"), and COPPENBARGER HOMES, INC., a Florida corporation ("Coppenbarger").

WITNESSETH:

WHEREAS, Westport was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settlers Landing, recorded in Official Records Volume 6137, page 2375, as amended in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6191, page 1568, and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6269, page 1130, all in the public records of Duval County, Florida (all jointly referred to herein as "Declaration"); and

WHEREAS, by that certain Assignment and Assumption of Developer's Rights recorded in Official Records Volume 6405, page 1306, of the public records of Duval County, Florida ("Assignment"), Westport assigned certain rights as Developer under the Declaration to Coppenbarger and reserved certain rights of Developer to itself; and

WHEREAS, Westport and Coppenbarger desire to assign all of their rights and obligations as Developer under said Declaration, including with limitation, the obligation to operate the Homeowners Association and to annex additional lands to the Declaration provided for in the Declaration to Stokes-Collins Development, Inc., a Florida corporation; and

WHEREAS, Stokes-Collins Development, Inc. has agreed to assume such rights and obligations.

NOW, THEREFORE, in consideration of the premises, Westport and Coppenbarger hereby transfer and assign to Stokes-Collins Development, Inc., a Florida corporation, all
rights and obligations of Westport and Coppenbarger as Developer under the Declaration, including without limitation, the obligation to operate the Homeowners Association provided for in said Declaration and to annex additional land to the Declaration. Stokes-Collins Development, Inc. hereby assumes said rights and obligations of Developer of Coppenbarger and Westport under the Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing instrument to be executed on the date first above written.

WESTPORT DEVELOPMENT, INC.
By: [Signature]
It's Vice President
(CORPORATE SEAL)

COPPENBARGER HOMES, INC.
By: [Signature]
It's President
(CORPORATE SEAL)

STOKES-COLLINS DEVELOPMENT, INC.
By: [Signature]
It's Vice President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 1989, by [Signature], the Vice President of Westport Development, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of July, 1989, by Ronnie D. Coppenger, President of Coppenger Homes, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission expires:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 1989, by Mark Engle, Vice President of Stokes-Collins Development, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission expires:

89- 83682

99 AUG 16  P 2:04

HENRY W. COOK
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SETTLE'S LANDING

This Supplemental Declaration is made this 2nd day of August, 1989, by Stokes-Collins Development, Inc. ("Developer").

WITNESSETH:

WHEREAS, Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settle's Landing, recorded in Official Records Volume 6137, page 2375, as amended in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Settle's Landing, recorded in Official Records Volume 6191, page 1568, and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions of Settle's Landing, recorded in Official Records Volume 6269, page 1130, all in the public records of Duval County, Florida, (all jointly referred to herein as "Declaration"); and

WHEREAS, Westport assigned its rights as Developer under the Declaration to Coppenbarger Homes, Inc., a Florida corporation ("Coppenbarger"), by that certain Assignment and Assumption of Developer's Rights, recorded in Official Records Volume 6405, page 1306, of the public records of Duval County, Florida; and

WHEREAS, Westport and Coppenbarger have assigned all of their rights and obligations under the Declaration to Developer by that certain Assignment of Developers Rights, dated August 2, 1989, and recorded contemporaneously herewith; and

WHEREAS, pursuant to paragraph 7.6 of the Declaration, the Developer is permitted to annex Future Development Property to the Declaration without consent of any other person or entity; and

WHEREAS, Developer is the fee simple owner of all Lots, except Lots 1, 8, 13, in that certain subdivision known as Pilgrims Trace, Unit One, according to plat thereof recorded in Plat Book 45, pages 27, 27A through and including 27I, of the public records of Duval County, Florida ("Pilgrim's Trace"),
which land constitutes a part of the Future Development Property; and

WHEREAS, Developer desires to annex the Future Development Property to the Declaration; and

WHEREAS, the owners of Lots 1 & 143 of Pilgrim's Trace have agreed to subject their respective Lots to the Declaration as evidenced by their consents and joinder attached hereto and make a part hereof.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions which are contained herein, Developer hereby declares that Pilgrim's Trace shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, changes and liens of the Declaration, which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 2nd day of August, 1989.

STOKES-COLLINS DEVELOPMENT, INC.

By: ________________________________
    Its Pres., President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing document was acknowledged before me this 2nd day of August, 1989, by ________________________________ the President of STOKES-COLLINS DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida

My Commission expires: ____________________________
CONSENT AND JOINER

This Consent and Joiner is made this 24\textsuperscript{th} day of \textit{June},
1989, by Conrad J. Graf and Nargo L. Graf, ("Graf"), Owners of
Lot 143 Pilgrim's Trace Unit One according to Plat Book 45,
the public records of Duval County, Florida ("Lot") and Graf
hereby consents and joins in the Declaration of Covenants,
Conditions and Restrictions of Settler's Landing, recorded in Of-
official Records Volume 6137, Page 2375, of the current public
records of Duval County, Florida, as amended to annex that cer-
tain real property known as Pilgrim's Trace Unit One according
27H and 27I of the public records of Duval County, Florida,
("Declaration"). Graf declares that its Lot shall be held,
transferred, sold, conveyed and occupied subject to the cov-
enants, restrictions, conditions and easements contained in the
Declaration, and does hereby accept its responsibilities and
duties as Owners as set forth in the Declaration.

IN WITNESS WHEREOF, this instrument has been executed as
of the day and year first above written.

Signed, sealed and delivered
in the presence of

\begin{center}
\textsc{\underline{\textit{Olivia M. Graf}}} \\
\textsc{\underline{\textit{Sharon M. Graf}}} \\
\textsc{\underline{\textit{Conrad J. Graf}}} \\
\textsc{\underline{\textit{Nargo L. Graf}}}
\end{center}

\textbf{STATE OF FLORIDA} \\
\textbf{COUNTY OF DUVAL}

The foregoing instrument was acknowledged before me this
24\textsuperscript{th} day of \textit{June}, 1989 by Conrad J. Graf and Nargo L. Graf

\begin{center}
\textsc{\underline{\textit{Durham L. Brown}}} \\
\textsc{\underline{\textit{Notary Public, State and}}} \\
\textsc{\underline{\textit{County Aforesaid}}}
\end{center}

\textit{My Commission Expires:}
CONSENT AND JOINER

This Consent and Joinder is made this 31st day of August, 1989, by Robin L. Ferraro, ("FERRARO"), owner of the real property described in Exhibit "A" attached hereto ("LOT"); and Ferraro hereby consents and joins in the Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, page 2375, of the current public records of Duval County, Florida, as amended to annex that certain real property known as Pilgrim's Trace Unit One according to Plat Book 45, Pages 27, 27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H and 27J of the public records of Duval County, Florida, ("DECLARATION"). Ferraro declares that its Lot shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions and easements contained in the Declaration, and does hereby accept its responsibilities and duties as Owner as set forth in the Declaration.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signatures]

Robin L. Ferraro

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of August, 1989 by Robin L. Ferraro.

[Signature]

Notary Public, State and County Aforesaid

My Commission Expires

[Stamp]
Lot 1, as shown on the plat of Pilgrim's Trace Unit One, as recorded in Plat Book 42, page 27 through 2/1, inclusive of the current public records of Duval County, Florida. Less and Except the following described parcel, said parcel being more particularly described as follows:

Beginning at the West corner of said Lot 1, said point also being on the Southerly right of way line of Cumberland Gap Trail (a 50 foot right of way), as shown on said plat; thence Northwesterly along said right of way line, along and around the arc of a curve concave Southerly and having a radius of 184.90 feet, an arc distance of 11.75 feet, said arc being subtended by chord bearing and distance of North 45 degrees 37 minutes 44 seconds East, 31.75 feet to the point of tangency of said curve; thence South 36 degrees 47 minutes 56 seconds East, 13.00 feet; thence South 45 degrees 37 minutes 44 seconds West, 31.75 feet to an intersection with the Southwesterly line of said Lot 1; thence North 36 degrees 47 minutes 56 seconds West along said Southwesterly line, 13.00 feet to the Point of Beginning.
AMENDMENT TO DECLARATION

THIS AMENDMENT is made this 17th day of December, 1987, by COPPENBARGER HOMES, INC. ("Developer").

RECITALS

A. Westport Development, Inc. was the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Settler's Landing, recorded in Official Records Volume 6137, Page 2375, as supplemented by Supplemental Declaration recorded in Official Records Volume 6269, page 1130, of the public records of Duval County, Florida ("Declaration").

B. By that certain Assignment of Declarant Rights recorded in Official Records Volume 6405, page 1306, of the public records of Duval County, Florida, Westport Development, Inc. assigned its rights as Developer under the Declaration to Developer.

C. Pursuant to the provisions of paragraph 7.2, the Developer is entitled to amend the Declaration under the terms and conditions stated therein.

D. Developer desires to make amendments and set forth such amendments herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The scrivenor's error contained in the first sentence of paragraph 4.4 is hereby amended to read as follows:

   4.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for a Class I member shall be One Hundred and Eighty Dollars ($180.00) per year per Lot or Fifteen Dollars ($15.00) per month per Lot, which will include the cost and expenses of all duties and obligations of the Association set forth herein.

2. Section 5.3 is hereby amended to read in its entirety as follows:

   5.3 Fences. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six inch board, shadow box design. Notwithstanding the foregoing restriction, prior to construction of any fence on any Lot, approval, as required by Section 5.1 shall be obtained.

3. Except as modified herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

COPPENBARGER HOMES, INC.

By ____________________________

[Its President]

[CORPORATE SEAL]
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of December, 1980 by Ronnie D. Coppenger, the President of Coppenger Homes, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Ida Lou Steffens
Notary Public, State of Florida
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
SETTLER'S LANDING

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of January, 1987 by WESTPORT DEVELOPMENT, INC. (*Developer*).

RECITALS

A. *Developer* is the fee simple owner of a parcel of land more fully described in Exhibit A attached hereto and made a part hereof (*Future Development Property*).

B. Pursuant to paragraph 7.5 of the Declaration of Covenants, Conditions and Restrictions of Settler's Landing recorded in Official Records Volume 6137, page 2375 of the public records of Duval County, Florida (*Declaration*) the Developer is permitted to annex the Future Development Property to the Declaration without consent of any other person or entity.

C. The Developer desires to annex the Future Development Property to the Declaration.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Developer hereby declares that the Future Development Property shall be held, transferred, conveyed, restricted and occupied subject to the terms and conditions, covenants, restrictions, easements, changes and liens of the Declaration which terms and conditions shall be deemed to be covenants running with the land and shall burden and benefit the Developer and all its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of January, 1987.

Signed, sealed and delivered in the presence of:

PATRICIA BARLEY

WESTPORT DEVELOPMENT, INC.

BY: BERNARD J. DELLAURA

Its Vice President

(Corporate Seal)
The foregoing instrument was acknowledged before me this 12th day of November, 1987, by Bovley G. Holland, the Vice President of Westport Development, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida
Legal Description

A portion of Tracts 2, 3, 4, 5, 12, and 13, Block 4, Section 27, Township 3 South, Range 25 East, as shown on the plat of Jacksonville Heights, as recorded in Plat Book 5, Page 93 of the Current Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at the Northwest corner of Lot 67, Settlers' Landing Unit One, as recorded in Plat Book 41, Pages 65, 65A, 65B, 65C and 65D, of the Current Public Records of said Duval County, Florida; thence Easterly, and Northeasterly along the Northerly boundary line of said Settler's Landing, Unit One, run the following six courses and distances: Course No. 1: South 89°24'12" East, 520.00 feet; Course No. 2: North 57°30'22" East, 69.98 feet; Course No. 3: North 26°25'36" East, 51.55 feet; Course No. 4: North 53°11'51" East, 398.32 feet; Course No. 5: North 49°47'42" East, 50.01 feet; Course No. 6: North 53°12'04" East, 99.37 feet; thence North 36°47'56" West, 422.00 feet; thence North 89°24'12" West, 787.16 feet to the Easterly line of Tract 6, said Block 4, Section 27, Township 3 South, Range 25 East, as shown on said plat of Jacksonville Heights; thence South 00°05'42" East, along last said line, and along the East line of Tract 11, Block 4, said Section 27, as shown on said plat of Jacksonville Heights, a distance of 754.88 feet to the POINT OF BEGINNING.
FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SETTLER'S LANDING

THIS FIRST AMENDMENT is made this 12th day of
August, 1982, by WESTPORT DEVELOPMENT, INC. (''Developer'')

RECITALS

1. Developer recorded the Declaration of Covenants, Conditions and
   Restrictions for Settler's Landing (''Declaration'') in Official Records Volume 6137, page
   2375-2390, of Duval County, Florida, which placed certain
   covenants and restrictions on a parcel of land more fully
   described therein.

2. Pursuant to the provisions of Section 7.2 of the
   Declaration, the Developer has the right to amend the
   Declaration for the purpose of curing any ambiguity or
   inconsistency in the provisions.

3. Subsequent to recording the Declaration, it was
   discovered that the amount of the assessment set forth in
   Section 4.4 equalled the monthly assessment and not the annual
   assessment as the language contained in such section requires. Accordingly, Developer desires to correct the error.

NOW THEREFORE in consideration of the premises, the
Developer hereby amends the first sentence of Section 4.4 to
read in its entirety as follows:

4.4 Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the
   maximum annual assessment for Class I shall be
   One Hundred Eighty Dollars ($180.00) per Lot
   which will include the cost and expenses of all
   the duties and obligations of the Association
   set forth herein....

Except as modified herein all other terms and conditions
of the Declaration remain in full force and effect.

IN WITNESS WHEREOF the Developer sets his hand and seal on
the date first above written.

Witnesses:

WESTPORT DEVELOPERS, INC.

By: Beverly J. Holland

President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th
day of August, 1982, by Beverly J. Holland,
the Vice President of Westport Developers, Inc., a
Florida corporation, on behalf of the corporation.

Notary Public, State of Florida
My Commission Expires:

LCKFAMSTLR