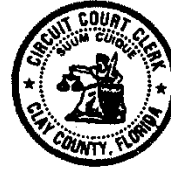


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O. P. BRANCH

Prepared by and Return to:

Thomas M. Jenks, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
200 W. Forsyth Street, Suite 1400  
Jacksonville, FL 32202



Book: 1966  
Page: 0662  
Rec: 08/14/2001  
04:29 PM  
File# 200137681  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$15.00

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
(MAGNOLIA POINT GOLF & COUNTRY CLUB PHASE I)**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS** (Magnolia Point Golf & Country Club Phase I) is made effective August 13, 2001, by **MAGNOLIA POINT GOLF & COUNTRY CLUB, LTD.**, a Florida limited partnership (the "Developer") whose address is 3616 Magnolia Point Boulevard, Green Cove Springs, Florida.

**RECITALS**

A. The Developer has succeeded to the interest as "Developer" of Magnolia Point Joint Venture, a Florida general partnership, which has previously executed and recorded the Declaration of Covenants, Conditions, Easements and Restrictions recorded in Official Records Book 1025, at Page 71, as amended in Official Records Book 1138, at Page 116, as amended in Official Records Book 1265, at Page 357, and as amended in Official Records Book 1265, at Page 361, all of the public records of Clay County, Florida (together, the "Original Declaration").

B. The Developer has succeeded to the interest as "Developer" of Magnolia Point Joint Venture, Ltd., a Florida limited partnership, which has previously amended and restated the Original Declaration by executing and recording the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions amending Declaration of Covenants, Conditions, Easement and Restrictions recorded in O.R. Book 1025, Pages 071-092, public records of Clay County, Florida (the "Restated Declaration").

C. During the development of Magnolia Point Golf & Country Club, the Developer has recorded individual Declarations of Covenants, Conditions, Easements and Restrictions against the various phases of Magnolia Point Golf & Country Club as additional plats within Magnolia Point Golf & Country Club have been filed for record.

D. The Developer and its predecessors in title intended that both the Original Declaration and the Restated Declaration should apply only to the initial phase of Magnolia Point Golf & Country Club, which is more particularly described by the plat of Magnolia Point Phase I recorded in Plat Book 20, Pages 22 through 34 of the public records of Clay County, Florida ("Magnolia Golf & Country Club Phase I").

E. The Developer desires to record this First Amendment to clarify that the Original

Declaration, as amended and restated by the Restated Declaration, shall affect only the real property located within Magnolia Point Golf & Country Club Phase I.

E Pursuant to Section 8.1 of the Restated Declaration, the Developer may amend the Restated Declaration for any purpose as long as such amendment shall conform to the general purposes and standards set forth in the Restated Declaration and shall not materially and adversely affect the rights of any owner.

F. The purpose of this First Amendment is to clarify the Restated Declaration by confirming the Developer's original intent that the Restated Declaration shall affect only Magnolia Point Golf & Country Club Phase I and accordingly, the amendment effected hereby conforms to the general purposes and standards set forth in the Restated Declaration and does not materially or adversely affect the rights of any owner.

**NOW THEREFORE**, the Developer hereby amends the Original Declaration and the Restated Declaration as follows:

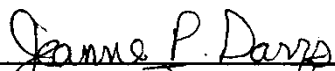
1. The Developer hereby confirms that the above stated recitals are true and correct. All capitalized terms contained in this First Amendment shall have the same meanings as such terms are defined by the Original Declaration and Restated Declaration.


2. The term Platted Property, as it appears in the Original Declaration and in the Restated Declaration, shall for all purposes mean and refer to Magnolia Point Golf & Country Club Phase I.

3. Except as specifically amended hereby, the Restated Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Developer has caused this First Amendment to be executed as of the date and year first above written.


Signed, Sealed and Delivered in the presence of:

  
Printed Name: Jeanne P. Davis

  
Printed Name: David J. Edwards

**MAGNOLIA POINT GOLF & COUNTRY CLUB, LTD.**, a Florida limited partnership

By: Magnolia Point Golf & Country Club, Inc., a Florida corporation, as general partner

By:   
Name: Thomas Schad  
Its: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on August 13, 2001, by Thomas Schad, the president of and on behalf of Magnolia Point Golf & Country Club, Inc., a Florida corporation, as general partner, on behalf of Magnolia Point Golf & Country Club, Ltd., a Florida limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.



\_\_\_\_\_  
Notary Public, State of Florida  
Name printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

[NOTARIAL SEAL]

