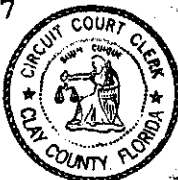


Prepared By and Return To:  
Clifford B. Newton, Esquire  
Newton & Almand  
10192 San Jose Boulevard  
Jacksonville, Florida 32257

Book: 1775  
Page: 1801  
Rec: 02/23/99  
09:07 A.M.  
File# 9908143  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$19.50

Book: 1696  
Page: 1439  
Rec: 01/16/98  
08:58 A.M.  
File# 9801908  
John Keene  
Clerk Of Courts  
Clay County, FL  
FEE: \$19.50



EIGHTH ~~SEVENTH~~ ADDENDUM TO DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
VILLAGES OF FIRESIDE  
ANNEXING VILLAGES OF FIRESIDE UNIT 2-B

EIGHTH  
THIS ~~SEVENTH~~ ADDENDUM TO DECLARATION is made this 6th day of  
January, 1998, by HUTSON LAND COMPANY, INC., a Florida corporation,  
assignee of THE INDEPENDENT LIFE AND ACCIDENT INSURANCE, a Florida  
corporation, as 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 INDEPENDENT LIFE & ACCIDENT INSURANCE COMPANY was 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 caused an instrument entitled Fifth Amendment

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENOR'S  
ERROR IN THE ADDENDUM NUMBER.

Records Book 1536, page 1231 (the "Sixth Amendment") amending the Declaration.

I. HUTSON LAND COMPANY, INC. is the assignee of the rights of Developer pursuant to that certain Partial Assignment of Developer's Rights Villages of Fireside Unit Two dated January 5, 1995, and recorded in Official Records Book 1536, page 1235 and re-recorded in Official Records Book 1538, page 0394, of the public records of Clay County, Florida.

J. HUTSON LAND COMPANY, INC. is the assignee of the rights of Developer pursuant to that certain QuitClaim Bill of Sale, Assignment and General Instrument of Transfer dated September 12, 1996, and recorded in Official Records Book 1621, page 1039, of the public records of Clay County, Florida.

K. Developer caused an instrument entitled Addendum to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside Annexing Villages of Fireside Unit 2-A to be recorded in the public records of Clay County, Florida, immediately prior to the recording of this Addendum, in Official Records Book 1655, page 1553 (the "Seventh Amendment") amending the Declaration.

L. Developer is the owner of all those certain properties in Clay County, Florida, being more particularly described as:

Villages of Fireside, Unit 2-B, according to the plat thereof recorded in Plat Book 31, pages 40 and 41, of the public records of Clay County, Florida ("Villages of Fireside, Unit 2-B"); and

M. Developer desires to amend the Declaration to annex Fireside 2-B pursuant to the provisions of the Declaration.

**NOW, THEREFORE**, 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:

1. All of Fireside 2-B shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration

2. All references in the Declaration and all amendments thereto to Committed Property shall include Fireside 2-B.

3. The following restrictions on use which are different from restrictions on use set forth in the Declaration shall apply exclusively to lots in Fireside 2-B:

a. Each residence must have an attached two-car garage. Garages may face the street with the approval of the Architectural Control Committee. No garage shall be permanently enclosed or converted to another use. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Concrete will not be permitted

6. Notwithstanding the language, if any, contained in the Covenants and Restrictions as originally recorded, the Covenants and Restrictions shall be amended as to Villages of Fireside, Unit 2A and 2B to require that at the time a dwelling is constructed on any lot which abuts a lake bank that exists as the result of any natural lakes or retention ponds, it is the responsibility of the Builder to sod the land bank to the water' edge.

7. Article III is amended to add the following language as paragraph 2(f):

"2(f). Environmental Permits. The U. S. Army Corps of Engineers and the St. Johns River Water Management District, have issued permits for the development of the property hereinabove described. The Permit Numbers are as follows: U. S. Army Corps of Engineers # 1994-04464(NW\_JG) and the St. Johns River Water Management District # 4-019-0050MK, collectively known and as herein referred to as the "Permits". For any of the Permits that delineates any wetland line, whether it be federal or state, the owner, by acceptance of the deed of conveyance hereby agrees to comply with any of such lines as delineated by any of the above referenced Permits. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permits and there shall be no construction allowed waterward of any jurisdictional line unless authorized by the appropriate permit, as aforementioned, or as allowed by any subsequent permit. In addition to any construction being authorized by the Permits themselves, any construction waterward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so long as the Declarant owns lots in the subdivision. The aforementioned Permits allow certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more particularly in the above referenced Permits, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner. By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permits as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner."

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

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

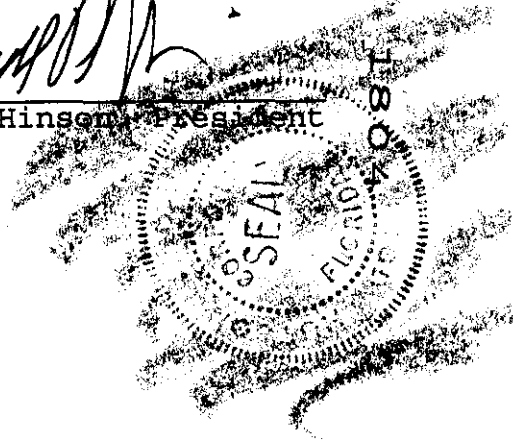
Signed, sealed and delivered in the presence of:

HUTSON LAND COMPANY, INC.

Deborah H. Dunbar  
Print Name: Deborah H. Dunbar

By: [Signature]  
Donald P. Hinson, President

Elinore C. Cox  
Print Name: ELINORE C. COX



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of January, 1998, by Donald P. Hinson, President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

Deborah H. Dunbar  
Notary Public, State of Florida  
My commission expires:

