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John Keene  
Clerk Of Courts  
Clay County, FL

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

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

THIS FIFTH AMENDMENT TO DECLARATION is made this 5<sup>th</sup> 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, 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. 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.

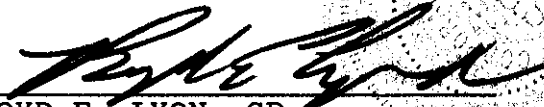
7. Except as specifically amended hereby, the Declaration, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is unchanged.

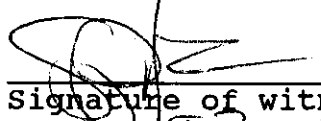
IN WITNESS WHEREOF, this Fifth Amendment has been executed by the Developer on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY

Boyd DeCosta  
Signature of witness  
BETH DECOSTA  
Printed name of witness

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

  
Signature of witness  
J. PATE FOSHIER  
Printed name of witness

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5<sup>th</sup> 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 () is personally known to me; or () produced \_\_\_\_\_ as identification.

Beth Laing DeCosta  
Notary Public, State of Florida

My commission expires:

