

PREPARED BY AND RETURN TO: Clifford B. Newton, Esquire Newton & Almand 10192 San Jose Boulevard Jacksonville, Florida 32257



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ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLAGES OF FIRESIDE ANNEXING VILLAGES OF FIRESIDE, UNIT 2A

THIS SIXTH AMENDMENT TO DECLARATION is made this $\frac{\sqrt{3}}{2}$ day of May, 1997, by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as the appropriate 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 Book 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 Book 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 Book 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 Book 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 Book 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 to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside recorded in Official Records Book 1536, page 1227 of the public records of Clay County, Florida, (the "Fifth Amendment") amending the Declaration.
- H. Developer caused an instrument entitled Addendum to Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside recorded in Official Records Book 1536, page 1231 of the public records of Clay County, Florida, (the "Addendum") amending the Declaration.
- I. Developer was the assignee of the rights of Developer pursuant to the provisions of that Partial Assignment of Developer's Rights Villages of Fireside Unit Two dated January 5, 1995, and recorded in Official Records Book 1538, page 394, and that QuitClaim Bill of Sale, Assignment and General Instrument of Transfer dated September 12, 1996, and recorded in Official Records Book 1621, page 1039, both of the public records of Clay County, Florida.

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- 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 Villages of Fireside, Unit 2A shall be held, sold and conveyed subject to all the terms, easements, restrictions, covenants and conditions as set forth in this Declaration.
- 2. All references in the Declaration and all Amendments thereto to the committed property shall include Villages of Fireside, Unit 2A.
- 3. The following restrictions on use which are different from restrictions on use set forth in the Declaration shall apply exclusively to lots in Villages of Fireside, Unit 2A:
- a. Unit 2A shall be subject to the different form of restrictions that are depicted in Official Records Volume 1536, page 1232, of the current public records of Clay County, Florida, and depicted as Items 3a, 3b and 3c, as more particularly described in said recorded document.
- b. Article III, Section B, Item 9 of the Declaration concerning the Architectural Control Committee shall be amended to add that the Architectural Control Committee shall also and further be empowered to, on a requested basis, execute the appropriate documentation for waivers on a case-by-case basis of building setbacks or other architectural requirements that are deemed by the Architectural Control Committee, in its sole opinion, to be of a minor nature and to not be detrimental to the appropriate development of Villages of Fireside, Unit 2A.
- 4. Article III, Section B, Item 15 of the Declaration shall be amended to allow the parking of a recreational vehicles based on the following conditions and criteria:
- a. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street.
- b. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle.
- c. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Control Committee.
 - 5. The Declaration is hereby amended to read as follows:
 - "Sidewalks. When a dwelling is constructed on any lot, or within 24 months from the initial purchase of any lot, whichever shall first occur, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to city or county standards."

- 6. The Third Amendment to Declaration of Covenants, Conditions and Restrictions and Easements for Villages of Fireside is amended to clarify that the certain items in the general scheme of development regarding sales, phasing, buildout, amenity construction, etc. were merely anticipated by the former developer at that time and that the actual buildout of the subdivision may differ due to the foreclosure, engineering, permitting, economic, or other considerations.
- 7. 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 to require that any lake bank that exists as the result of any natural lakes or retention ponds shall be sodded at the time of construction of the residence to be placed on the real property so that erosion can be lessened as the result of any stormwater runoff.
- 8. The Declaration shall be amended to provide that satellite dishes are approved to be constructed on lots within the Property only if the following criteria are met:

Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land. Satellite dishes cannot exceed 39" in diameter and cannot exceed a height, including any poles or additional installation structures, of five (5) feet.

9. Except as specifically amended hereby, the Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment shall remain unchanged.

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

Signed, sealed and delivered in the presence of:

Deborah H. Muller

Deperat H. Dunbar

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HUTSON LAND COMPANY, INC.

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DONALD D HINGON President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of May, 1997, by Donald P. Hinson, President of Hutson Land Company, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of Florida

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