

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

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BLACKWATER CREEK**

THIS FIRST AMENDMENT TO DECLARATION made this 28th day of July, 2005, by **BLACKWATER, L.L.C.**, a Florida limited liability company, whose address is 3840 Crown Point Road, Suite A, Jacksonville, Florida 32257 (hereinafter called "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the Owner of certain real property more fully described as BLACKWATER CREEK, according to the plat thereof as recorded in Plat Book 58, pages 83, 84 and 85, of the current public records of Duval County, Florida; and

WHEREAS, Developer has caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Blackwater Creek in Official Records Book 12576, page 1273, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article VII, paragraph 7.2 of the Declaration authorizes Developer to amend the Declaration; and

WHEREAS, Developer is desirous of amending the Declaration to correct scrivener's errors and revise Articles V, paragraph 5.3 regarding fences in the Declaration as recorded; and

NOW, THEREFORE, in consideration of the premises, Developer desires to amend the Declaration as follows:

1. The title of the Declaration "Declaration of Covenants, Conditions and Restrictions "Blackwater Creek Creek" is incorrect and should read "Declaration of Covenants, Conditions and Restrictions Blackwater Creek".

2. The name of the Developer, Blackwater Creek, L.L.C., a Florida limited liability company" in the first paragraph and in Article I, paragraph 1.10 is incorrect and should read "Blackwater, L.L.C., a Florida limited liability company".

3. Article I, paragraph 1.2 is deleted in its entirety and the following is substituted in lieu thereof:

"1.2 **Articles**. "Articles" shall mean and refer to the Articles of Incorporation of Blackwater Homeowners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "A"**, as may be amended from time to time."

4. Article I, paragraph 1.5 is amended to correct the name of the Association to read "Blackwater Homeowner's Association, Inc.".

5. Article I is amended to add the following Definition:

"1.8 **Bylaws**. "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "B"**, as may be amended from time to time."

6. Article V, paragraph 5.3 is deleted in its entirety and the following is substituted in lieu thereof:

"5.3 **Fences**. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by Section 5.1. All fences constructed on the Lots shall be six (6) feet in height and shall be six (6) inch board shadow box design, board on board, or white PVC/vinyl design. There shall be no stockade type fencing whatsoever. However, no fencing shall be commenced without prior approval by the Architectural Review Committee. Fencing shall be installed with the finish side of fence material facing the outside.

As to Lots which include Stormwater Retention Ponds (as hereinafter defined), no fence shall be erected closer to the Stormwater Retention Ponds than the "top of bank" as designated on the recorded plat of the Property. Any such fence shall be four feet (4') in height along said "top of bank" boundary unless otherwise approved by the Developer. All lake boundary fencing shall be constructed of shadow box or board on board design or alternatively the lake boundary fencing may be constructed of PVC white, or metal, painted black in color, with spacing between pickets not more than four inches (4"). In the event metal fencing is to be used to enclose a swimming pool on a stormwater retention pond lot, Lot owner is responsible to verify local code requirements for swimming pool fencing.

As to Lots which back up to "Conservation Easement Area (SJRWMD)" as designated on the recorded plat of the Property, no fence shall be erected along the "Conservation Easement Area (SJRWMD)" line higher than six feet (6') in height, or may be four feet (4') in height and shall be six inch (6") shadow box or board on board design or PVC white, or may be constructed of metal, painted black in color, with spacing between pickets not more than four inches (4").

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

Developer hereby reserves to itself the right to alter, amend or modify the fencing criteria herein above recited."

7. Except as specifically amended herein, the Declaration, as previously recorded shall continue in full force and effect without abatement.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed and set his seal all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

BLACKWATER, L.L.C., a Florida limited liability company

BY: THE COLLINS GROUP, INC., a Florida corporation, its Manager

Beverly J. Holland
Beverly J. Holland
Sarah M. Bolin
Sarah M. Bolin

By: *J. D. Collins*
J. D. Collins, President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 28th day of July, 2005, by J. D. Collins, the President of THE COLLINS GROUP, INC., a Florida corporation, the Manager of BLACKWATER, L.L.C., a Florida limited liability company. He is personally known to me.



Beverly J. Holland
Notary Public