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Prepared by and
Record and Return to:

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Rusph, Stoddard & Christian
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3100 University Boulevard South
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AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LIGHTHOUSE POINTE

This Amendment, made and entered into this 11th day of May, 1994, and being effective as of March 1, 1994, by LIGHTHOUSE, INC., a Florida corporation, the principal address for which is 2402 Captain Hood Drive, West, Jacksonville, Florida 32225 ("Lighthouse") and WINDSONG PLACE, INC., a Florida corporation, the principal address for which is 2139 Lavaca Road, Jacksonville, Florida 32217, ("Successor Declarant").

W I T N E S S E T H:

WHEREAS, on February 14, 1989, Lighthouse Pointe, a Florida joint venture ("Original Declarant"), executed and caused to be recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions for Lighthouse Pointe Community Association, Inc., being recorded in Official Records Volume 6656, page 1376, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, Lighthouse, Inc., became successor to all of the rights of the Original Declarant, pursuant to its acquisition of all unsold lots and common properties within Lighthouse Pointe by virtue of that certain deed recorded on January 15, 1993, in Official Records Volume 7497, Pages 1260 through 1263, of the current public records of Duval County, Florida, entitling Lighthouse to become vested with and to all rights of the Original Declarant under the said Declaration; and

WHEREAS, simultaneously herewith, Lighthouse is simultaneously herewith assigning, transferring, and conveying to Windsong Place, Inc. (herein referred to as "Successor Declarant"), all of Lighthouse's interest in and to the Property which is the subject of the Declaration, with the exception of the Dock Property, as hereinafter defined, and has further assigned all of its rights as declarant to Windsong Place, Inc., as Successor Declarant herein; and

WHEREAS, Successor Declarant, joined by Lighthouse, now desire to enter into the terms and conditions set forth herein, and hereby adopt the same as an amendment to the Declaration, as fully and completely a part of the said Declaration as if originally contained therein, under and pursuant to the authority contained in the Declaration for the Declarant or its successors to amend the Declaration.

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NOW THEREFORE, for and in consideration of Ten Dollars, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Successor Declarant, joined by Lighthouse, hereby make and declare this to be an Amendment to the Declaration, which shall run with title to the Property, as described therein, and every portion thereof, and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, successors, and assigns, and which shall inure to the benefit of each such owner thereof.

The Declaration is hereby amended as follows:

1. The first sentence of Article I, Section (f) is hereby modified and amended to add the following additional underscored language:

" 'Common Property' shall mean and refer to all real property included within the Property other than Lots, as defined herein, other than the Lighthouse Pointe Lane Outparcel being more particularly described in Exhibit 'A' attached hereto and made a part hereof, and other than the Dock Parcel, being more particularly described in Exhibit 'B' attached hereto and made a part hereof, together with any improvements thereon, all personal property for the common use and enjoyment of all Owners, and any other property of any type specifically designated as common property."

2. The first sentence of Article I, Section (h) is hereby deleted, and the following sentence is substituted in lieu thereof:

" 'Declarant' shall mean and refer to Lighthouse, Inc., a Florida corporation, being the successor in interest to the original declarant, Lighthouse Pointe, a Florida joint venture, together with its successors and assigns, as herein defined."

3. Article I, Section (l) is modified and amended to add the following additional underscored language:

" 'Lot' shall mean and refer to any plot of land intended as a site for a house as shown on the recorded subdivision plat of the property, with the following exceptions: (1) as to lots 6A, 6B, 6C, 6D, 7A, 7B, 7C, and 7D, as shown on the original Plat, all such enumerated lots are hereby modified and altered, so that the respective easterly and northerly lines thereof shall be extended along their present lines to include any

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portion thereof lying and being within the said 'Lighthouse Pointe Lane Outparcel,' as described and defined in Exhibit "A" attached hereto and made a part hereof, and for all purposes, each such respective portion of the said Lighthouse Pointe Lane Outparcel shall be and become and part of the said contiguous respective lot, as shown on the original Plat; and (ii) as to those above-enumerated lots, any portion thereof lying within the 'Dock Parcel,' as described and defined in Exhibit "B" attached hereto and made a part hereof, shall be and is hereby expressly excluded from the definition of the term 'Lot,' as used herein. Lot purchasers from the Successor Declarant, its successors and assigns, of the said above-enumerated lots shall acquire only that portion of each such respective lot lying and being outside of the boundaries of the said Dock Parcel."

4. Article I is hereby modified and amended to add the following additional Subsection (t), reading as follows:

" 'Successor Declarant' shall mean and refer to Windsong Place, Inc., a Florida corporation, the said Successor Declarant being the owner of the remaining unsold lots within Lighthouse Pointe, other than that portion thereof lying and being within the Dock Parcel, by reason of that certain Warranty Deed of even effective date herewith and being recorded in Official Records Volume 7842, Page 1917, of the current public records of Duval County, Florida, the said Successor Declarant being the ultimate successor in interest to the original declarant, Lighthouse Pointe, a Florida joint venture, and being the assignee of all of the Declarant's rights hereunder, by virtue of and through that certain Assignment of Declarant's Rights given by Lighthouse, Inc., as Declarant, to Windsong Place, Inc., as Successor Declarant, to be recorded simultaneously with this Amendment in the current public records of Duval County Florida, together with its successors and assigns. All rights of Declarant granted hereunder shall be and are hereby deemed to be vested in the Successor Declarant."

5. Article III, Section 2 is hereby modified and amended to add the following additional Subsection 2(c), reading as follows:

"(c) Successor Declarant hereby reserves and grants to Lighthouse, its successors and assigns, an easement for pedestrian access, ingress, egress and utilities, over and across those lands being more particularly described

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in Exhibit 'C' attached hereto and made a part hereof (herein referred to as the 'Ten Foot Pedestrian Access and Utilities Easement'). The said Ten Foot Pedestrian Access and Utilities Easement shall be solely and specifically for the use and benefit of Lighthouse, and its successors and assigns, as well as for the use and benefit of the owner or owners of any portion of the Dock Parcel as described and defined herein, and its or their respective heirs, successors, assigns, guests, and invitees. Lighthouse for itself, and its successors and assigns, hereby covenants and warrants to be fully responsible for any and all costs and expenses associated with maintaining the said Ten Foot Pedestrian Access and Utilities Easement, as well as the Dock Parcel, and all improvements now or hereafter located thereon."

6. Article VI, Section 1 is hereby modified and amended to add the following additional sentence at the end thereof:

"Provided, however, that nothing contained herein shall be construed as to require Lighthouse or its successors and assigns to obtain approval from the Association for construction of improvements upon the Dock Parcel, as described and defined herein."

7. Article VII, Section 1, Subsection (a) is hereby modified and amended so as to add the following additional sentence at the end thereof:

"Provided, however, that notwithstanding anything contained herein to the contrary, Lighthouse, for itself, its successors and assigns, reserves the right to subdivide Lots 6A, 6B, 6C, 6D, 7A, 7B, 7C, and 7D, so as to separate title to the Dock Parcel therefrom, as described and defined herein. The subdivision of the said Lots to allow the retention of the Dock Parcel by and for Lighthouse, its successors and assigns, shall not in any way be construed as to create additional Lots within the Property."

8. Article VII, Section 1, Subsection (b) is hereby modified and amended so that the first sentence thereof shall be amended and modified to incorporate the following additional underscored language:

"With the exception of that portion of certain Lots known as the Dock Parcel, as described and defined herein, all Lots shall be used, improved and devoted exclusively to and for residential use."

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9. Lighthouse joins herein for the purpose of acknowledging and subjecting its remaining interest in the Property to the terms and conditions set forth herein.

10. This amendment is hereby made and approved under and pursuant to Article IX, Section 10, Subsection (b), of the said Declaration, and shall be, and is hereby deemed to be, binding and enforceable upon each and all of the Lots within the Property, and the owners thereof, and their respective heirs, successors, and assigns, as fully and completely as if contained in the Declaration as originally written.

11. In the event of any inconsistency between the terms hereof and the terms of the Declaration as originally written, the terms hereof shall control. To the extent that the original Declaration is not amended or affected by the terms and conditions contained herein, the same shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed, and to be effective on the day and year first above written.

Signed, sealed, and delivered
in the presence of:

WINDSONG PLACE, INC.,
"Successor Declarant"


[Name: J. Quinton Rumph]

By: 
Its President


[Name: Susan R. Lawton]
As to Successor Declarant

LIGHTHOUSE, INC.,
"Lighthouse"


[Name: J. Quinton Rumph]

By: 
Its President


[Name: Susan R. Lawton]
As to Lighthouse

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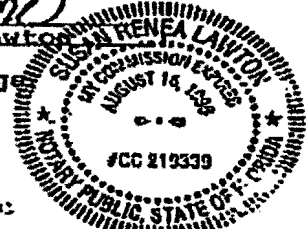
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STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions for Lighthouse Pointe was acknowledged before me this 11th day of May, 1994, by Doc G. Granger, the duly authorized President of WINDSONG PLACE, INC., a Florida corporation, on behalf of the said corporation, who is personally known to me and who did take an oath.

Susan R. Lawton
 (Print Name: Susan R. Lawton)
 Notary Public
 State of Florida at Large
 My commission expires:



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions for Lighthouse Pointe was acknowledged before me this 11th day of May, 1994, by Doc G. Granger, the duly authorized President of LIGHTHOUSE, INC., a Florida corporation, on behalf of the said corporation, who is personally known to me and who did take an oath.

Susan R. Lawton
 (Print Name: Susan R. Lawton)
 Notary Public
 State of Florida at Large
 My commission expires:



LIGHTHOUSE, INC.

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EXHIBIT "A"
LIGHTHOUSE POINT LANE PARCEL

A part of Lighthouse Point Lane, as shown on the plat of LIGHTHOUSE POINT, as recorded in Plat Book 44, pages 68 and 68A, of the current public records of Duval County, Florida and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 7D; thence southerly around and along the arc of a curve concave Easterly and having a radius of 92.57 feet, a distance of 172.48 feet; said arc being subtended by a chord bearing and distance of South 10 degrees 36 minutes 31 seconds East, 148.59 feet to the most Easterly corner of Lot 6B, as shown on said plat, said point being situate in the Southwesterly right of way line of said Lighthouse Point Lane; thence North 63 degrees 59 minutes 16 seconds West along said Southwesterly right of way line, a distance of 28.17 feet to the point of curvature of a curve to the right concave Northeasterly and having a radius of 75.00 feet; thence Northwesterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 47.07 feet; said arc being subtended by a chord bearing and distance of North 46 degrees 00 minutes 30 seconds West, 46.30 feet to the point of tangency of said curve; thence North 28 degrees 01 minutes 44 seconds West and continuing along said Southwesterly right of way line a distance of 10.76 feet to the point of curvature of a curve to the right concave Easterly and having a radius of 65.00 feet; thence Northerly around and along the arc of said curve and along the Westerly right of way line of said Lighthouse Point Lane, a distance of 112.47 feet; said arc being subtended by a chord bearing and distance of North 21 degrees 32 minutes 21 seconds East, 98.95 feet to the POINT OF BEGINNING.

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EXHIBIT "B"

DOCK PARCEL

A portion of Lots 6A, 6B, 6C, 6D, 7A, 7B, 7C and 7D, all as shown on the plat of Lighthouse Pointe, as recorded in Plat Book 44, Pages 68 and 68A of the Current Public Records of Duval County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 7D; thence South 71°06'00" West along the Northerly line of said Lot 7D, 183.28 feet for a POINT OF BEGINNING; thence South 17°14'31" East, 140.00 feet; thence South 59°21'54" East, 139.39 feet; thence North 87°14'33" East, 55.14 feet to a point situate in the Easterly line of said Lot 6A; thence South 00°41'40" East along said Easterly line, 80.00 feet to the Southeast corner thereof; thence South 84°45'20" West along the Southerly line of said Lot 6A, 21.99 feet to a point in said Lot line; thence North 68°56'43" West and continuing along the Southerly line of said Lot 6A and along the Southerly line of said Lots 6B, 6C, 6D, and 7A, a distance of 257.41 feet to an angle point in said Southerly line of Lot 7A; thence North 20°13'25" West along the Westerly line of said Lot 7A and the Westerly line of Lot 7B, 7C and 7D, 171.88 feet to the Northwest corner of said Lot 7D; thence North 71°06'00" East along the Northerly line of said Lot 7D, 110.00 feet to the POINT OF BEGINNING.

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EXHIBIT "C"

ACCESS, INGRESS, EGRESS AND UTILITIES EASEMENT PARCEL

A portion of Lot 7A and 6D, together with a portion of Lighthouse Pointe Lane, all as shown on the plat of Lighthouse Pointe, as recorded in Plat Book 44, Pages 68 and 68A of the Current Public Records of Duval County, Florida, being more particularly described as follows: COMMENCING at the Northeast corner of said Lot 7D; thence South $71^{\circ}06'00''$ West along the Northerly line of said Lot 7D, 183.28 feet; thence South $17^{\circ}14'31''$ East, 103.00 feet for a POINT OF BEGINNING; thence North $77^{\circ}42'56''$ East 52.99 feet; thence North $62^{\circ}30'33''$ East, 87.12 feet to a point situate in a curve concave Easterly and having a radius of 92.57 feet; thence Southeasterly around and along the arc of said curve, 10.02 feet, said arc being subtended by a chord bearing and distance of South $1^{\circ}03'20''$ East, 10.02 feet; thence South $62^{\circ}30'33''$ West, 59.08 feet; thence South $77^{\circ}42'56''$ West, 53.45 feet; thence North $17^{\circ}14'31''$ West, 10.04 feet to the POINT OF BEGINNING.

94 MAY 18 PM 1:15

RECORD VERIFIED

Thompson

94-0073198

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

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THE MOORINGS

LIGHTHOUSE POINTE LANE

N 71d 08' 00" E - 243.25'

15' DRAINAGE EASEMENT

BUILDING SEVEN
GARAGE ELEV. = 7.33'

EXISTING RAILROAD TIE RETAINING
WALL TO REMAIN AND BE BURED

NEW RETAINING WALL TO
BE CONSTRUCTED

WETLANDS AREA TO BE FILLED
(APPROX. 150 SQUARE
FEET) ACTIVITY #1

N 17d14'31" W - 140.00'

BULKHEAD (BY OTHERS)

MARSH

DOCK PARCEL

LIMIT OF MARSH GRASS

EXISTING HINGED RAMP

EXISTING FLOATING PIER

CANAL

PLING CITY*

A

15' DRAINAGE EASEMENT

FIXED RAMP
GATE

MARSH

CANAL

MARSH

N 68d05'45" W - 287'

N 20d13'28" W - 171.88'

- WETLANDS TO BE FILLED
- AREA FOR MAINTENANCE
- EXISTING MARSH TO BE

"DOCK PARCEL"
AS IT IS TODAY
7/2/02.

SITE PLAN

SCALE: 1"=40'

LIGHTHOUSE POINT