

Prepared by and
Record and Return to:

Fred H. Kent, III, Esq.
Kent, Ridge & Crawford
Suite 900
225 Water Street
Jacksonville, Florida 32202

**THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LIGHTHOUSE POINTE**

This Amendment, made and entered into this ____ day of February, 1997, by WINDSONG PLACE, INC., a Florida corporation, the principal address for which is 2139 Lavaca Road, Jacksonville, Florida 32217, ("*Declarant*").

WITNESSETH:

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., a Florida corporation ("*Lighthouse*") became successor to the rights of the Original Declarant, pursuant to its acquisition of all unsold lots and all rights of the original Declarant as were previously foreclosed by the original lender encumbering the said unsold lots and rights of the Original Declarant in 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, and by virtue of that certain Corrective Warranty Deed dated November 3, 1995, and recorded in Official Records Volume 8215, Pages 450, of the current public records of Duval County, Florida; and

WHEREAS, Lighthouse conveyed to Windsong Place, Inc. ("*Declarant*") all of Lighthouse's interest in and to the Property which is the subject of the Declaration, and has further assigned all of its rights as declarant to Windsong Place, Inc., as Successor Declarant herein in accordance with that certain Assignment of Declarant's Rights recorded on May 18, 1994, in Official Records Volume 7854, Pages 13-15, of the current public records of Duval County, Florida; and

WHEREAS, Declarant upon the recordation of this instrument in the current public records of Duval County, Florida, has agreed to terminate its membership in Lighthouse Pointe Community Association, Inc. ("*the Association*") under the Declaration, and to relinquish all of its right, title, and interest in and to the Common Property, as defined under the said Declaration, and pursuant to the agreements between the Declarant and the members of the Association, the Declarant and the members of the Association have agreed to enter into this Amendment to evidence the termination of the membership within the Association, as defined and described in the Declaration, and to re-encumber a portion of property with the easements, covenants and restrictions contained in the said Declaration, the said portion being described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant now desires to enter into the terms and conditions set forth herein, and hereby adopts the same as the Third 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, for the purposes set forth herein; and

WHEREAS, attached hereto as Exhibit "B" are consents from owners of not less than seventy-five percent (75%) of all Lots within Lighthouse Pointe, evidencing their respective concurrence with and consent to the adoption of this Third Amendment.

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, Declarant hereby makes and declares this to be the Third Amendment to the Declaration, which shall run with title to the Property, as described herein, 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 description of the lands within Lighthouse Pointe as contained in the original Declaration, as previously modified, is hereby amended so as to include that certain parcel of undeveloped land being referred to herein as the "Outparcel," being as shown on and more particularly described in Exhibit "A" attached hereto and made a part hereof. From and after the date of recording hereof, the said Outparcel shall be, and is hereby deemed to be, fully subject in every way to the terms and conditions of the said Declaration, as amended.

2. By virtue of the fact that Declarant is immediately after the recordation of this Amendment conveying all of its right, title, and interest to all Common Property to the Association, the Declarant and the members of the Association, by virtue of their consents attached hereto as Exhibit "B", hereby agree that Declarant's membership within the Association shall upon such recordation be and become terminated and of no further force or effect.

3. This Third Amendment is hereby made and approved under and pursuant to Article IX, Section 10, Subsection (b) of the said Declaration, and in addition, has been consented to by the owners of not less than seventy-five per cent (75%) of all Lots within Lighthouse Pointe, evidencing their concurrence with and consent to the adoption of this Third Amendment. By their consent, each such owner acknowledges that this Third Amendment 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.

4. In the event of any inconsistency between the terms hereof and the terms of the Declaration as originally written or as previously modified, 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. If any portion or term of the foregoing instrument is held or deemed to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining terms and conditions hereof shall continue unabated, 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.
"Declarant"

[Name: _____]

By: _____
Its President

[Name: _____]

As to Declarant

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Third Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions for Lighthouse Pointe was acknowledged before me this ____ day of February, 1997, by D. G. Granger, the 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.

[Print Name: _____]
Notary Public, State of Florida at Large
My commission expires:

GICLHOUSE3.AMD

EXHIBIT "A"
Sheet 2 of 2

OUTPARCEL LEGAL DESCRIPTION

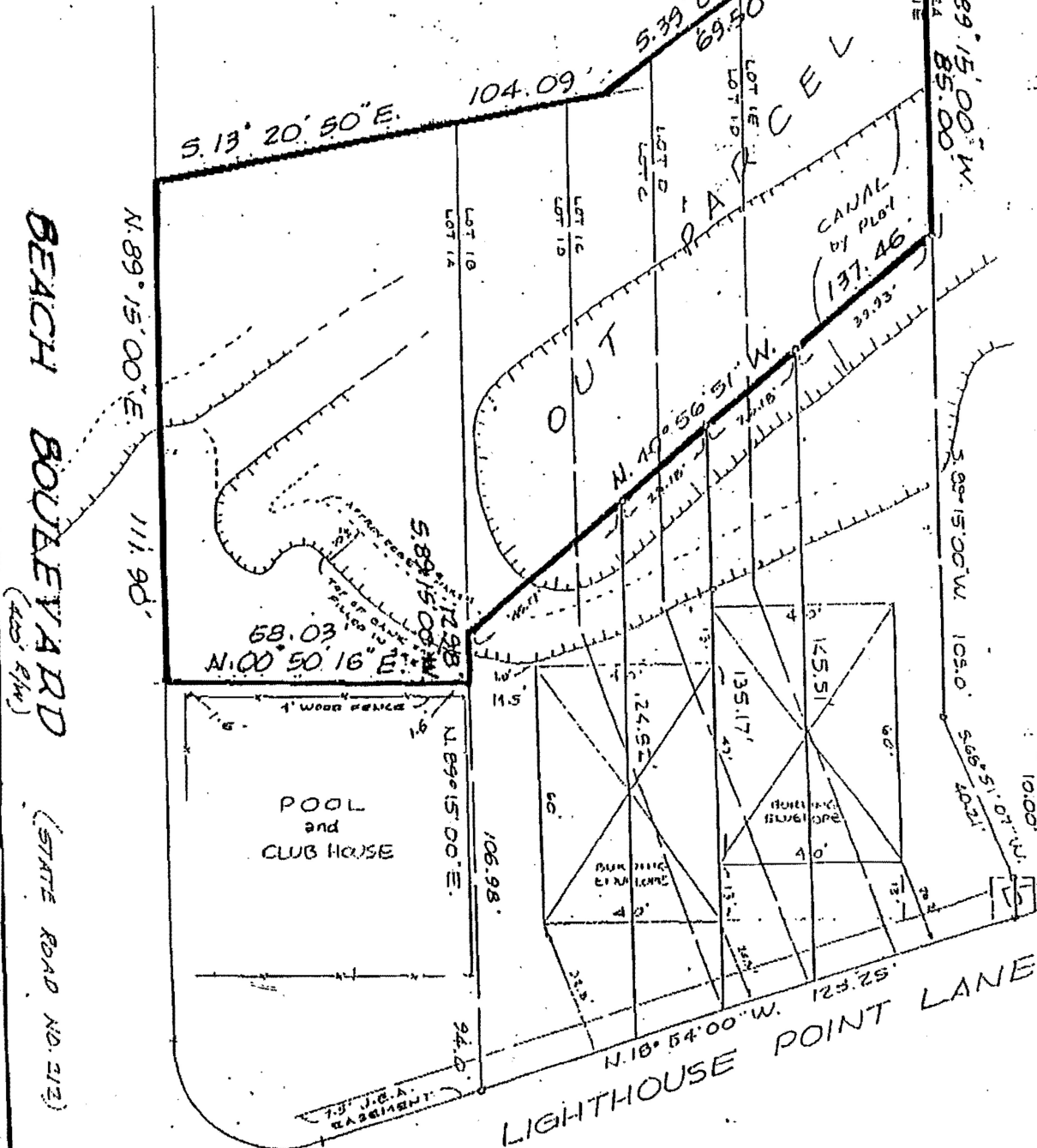
A portion of Lots 1A, 1B, 1C, 1D, and 1E, Lighthouse Pointe, as recorded in Plat Book 44, Pages 68 and 68A of the Current Public Records of Duval County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1A; thence South 13 degrees 20 minutes 50 seconds East, along the Easterly line of said Lots 1A, 1B and 1C, a distance of 104.09 feet; thence South 39 degrees 09 minutes 10 seconds East, continuing along the easterly line of said Lot 1C and along the easterly line of lots 1D and 1E, a distance of 69.50 feet; thence continue along said easterly line of Lot 1E, South 23 degrees 19 minutes 15 seconds East, a distance of 18.36 feet to the southeast corner thereof; thence South 89 degrees 15 minutes 00 seconds West, along said Southerly line of said Lot 1E, a distance of 85.00 feet; thence North 40 degrees 56 minutes 51 seconds West, a distance of 137.46 feet to the North line of said Lot 1B; thence North 89 degrees 15 minutes 00 seconds East, along said North line of Lot 1B, a distance of 12.98 feet; thence North 00 degrees 50 minutes 16 seconds East 68.03 feet to the southerly right of way line of Beach Boulevard (as shown on the plat); thence North 89 degrees 15 minutes 00 seconds East along said Southerly right of way line, 111.90 feet to the Point of Beginning.

MAP SHOWING SURVEY OF

A PORTION OF LOTS 1A, 1B, 1C, 1D AND 1E, LIGHTHOUSE POINT E
AS RECORDED IN PLAT. BOOK 44, PAGES 68 AND 69 OF THE
CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA
(SEE LEGAL ATTACHED)

Note: Lot References and dashed lines are the
lot lines as per recorded plat.



Note: This is not a boundary survey.

NOTES:

1. Bearings are based on EASTERN RW LINE LIGHTHOUSE POINT LANE.
2. This is a SKETCH OF survey.
3. Elevations shown thus (15.0) refer to H.O.V.D. of 1020.
4. Subject property lies within Zone AE (ELC) as shown on F.I.A. Flood Hazard Boundary Map dated 02/23/88, Community No. 120277.
5. Unless otherwise noted, any portion of the subject parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- DENOTES CONCRETE MONUMENT
- DENOTES IRON PIPE SET
- △ DENOTES IRON PIPE FOUND
- ✕ DENOTES CROSS CUT

DATE 12/01/13
SCALE 1" = 30'
JOB NO. 30007/301

Richard A. Miller & Associates, Inc.
Professional Land Surveyors
8701 Beach Blvd., Suite 2200
Jacksonville, Florida 32216
(904) 721-1226

I HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY WAS MADE IN ACCORDANCE WITH THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Richard A. Miller
12/01/13