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CLERK CIRCUIT COURT
DUVAL COUNTY, FL
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RE-RECORD BOOK 7988 PG 2162 THROUGH 2165

Prepared By and Return To:

Clifford B. Newton, Esquire
Newton, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

AMENDMENT AND ANNEXATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERBROOK AT GLEN KERNAN

THIS AMENDMENT AND ANNEXATION is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC. a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Riverbrook at Glen Kernan, recorded in Official Records Volume ~~6702~~, 7763, at page ~~1801~~, 1788, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Riverbrook at Glen Kernan, Unit Two, according to the plat thereof recorded in Plat Book 49, pages 47, 47A and 47B, of the current public records of Duval County, Florida ("Riverbrook Two");

and

WHEREAS, the Declarant wishes to further amend the Declaration and, pursuant to the provisions of the Declaration, has the right to amend the Declaration:

WHEREAS, Declarant is desirous of annexing additional property to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. That all lots in Riverbrook Two shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration.

This instrument is re-recorded to correct a scrivener's error in the recording information of the covenants and restrictions referenced herein.

2. The definition of "Property" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Riverbrook Two.
3. Declarant hereby amends Article V of the Declaration to add and incorporate the following Conservation Easement pursuant to the plans approved by the St. Johns River Water Management District under permit No. 40-031-0368, to subject the lands described in said permit to said easement. The Conservation Easement shall apply to all phases of the Riverbrook subdivision.

"35. Conservation Easement. The Declarant hereby reserves unto itself, its successors and assigns, and grants to the St. Johns River Water Management District, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as jurisdictional wetlands.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public

records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of the conservation easement, the conservation easement areas are subject to the following “Prohibited Activities” and “Permitted Activities”:

- A. The following activities shall constitute prohibited activities on the Conservation Easement area (the “Prohibited Activities”):
- a) Construction, installation or placement of signs, buildings, fences, walls, roads, or other structures and improvements on or above the ground;
 - b) Dumping or placing of soil or other substances or materials 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 in such a manner as to affect the surface;
 - e) Any surface use which does not permit the Conservation Easement area to remain predominately in its natural condition;
 - f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
 - g) Acts or uses detrimental to such retention of land or water areas.
- B. The following activities, if approved in advance and in writing by the St. Johns River Water Management District, shall constitute permitted activities (the “Permitted Activities”):
- a) Trails, constructed only of pervious materials;
 - b) Any activities for passive recreational purposes, such as those listed in a) above, which do not require the removal or destruction of vegetation or the dumping or placing of landfill;
 - c) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40-031-0368.

The St. Johns River Water Management District, its successors or assigns, shall have the right to enter upon the Conservation Easement at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

The prohibitions and restrictions upon the Conservation Easement areas as set forth herein may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement restriction may not be amended without prior approval from the St. Johns River Water Management District.

The Association and all subsequent owners of the conservation easement areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such conservation easement area.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement area, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected by this easement, the Declarant shall have no further liability or responsibility hereunder.”

- 4. **Except as amended herein**, the aforesaid declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed this 2nd day of November, 1994, by Declarant.

Signed, sealed and delivered
in the presence of:

HUTSON LAND COMPANY, INC.

GREGORY A. BOWLES

By: _____
DONALD P. HINSON
IT'S President

JOHN GESSNER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of November, 1994, by DONALD P. HINSON, the President of HUTSON LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

GREGORY A. BOWLES

Notary Public, State of Florida

GREGORY A. BOWLES
MY COMMISSION # CC177175
Expires January 30, 1998
Bonded thru Troy Fain Insurance