

FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS FOR SELVA LAKES

THIS AMENDMENT is made as of the 17th day of December, 1985, by RGM Properties, Inc., a Florida corporation, whose address is 1112 3rd Street North, Suite 9, Neptune Beach, Florida 32233 ("Developer"):

WHEREAS, by that Declaration of Covenants and Restrictions for Selva Lakes dated May 21, 1986 and recorded in O.R. Volume 6133, page 1446 of the Public records of Duval County, Florida (the "Declaration"), the Developer placed certain restrictions and created certain easements on the property more particularly described in the Declaration;

WHEREAS, pursuant to paragraph 11.3 (a) of the Declaration, the Developer is permitted to amend the Declaration to cure any ambiguity or error by recording an amendment to the Declaration executed solely by Developer;

NOW, THEREFORE, the Developer amends the Declaration as follows:

1. Paragraph 2.2 is deleted in its entirety and the following substituted in its place:

2.2 General Easements. All Lots are subject to perpetual easements for (a) the maintenance, repair, and reconstruction of any landscaped areas, roofs, exterior walls, party walls, or other portions of a Lot as provided in this Declaration, for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (b) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (c) lateral and subjacent support; (d) overhanging roofs, eaves, and trees, if any, installed by Developer as part of the Work, and their replacements and (e) the drainage of ground and surface waters in the manner established by Developer as part of the Work. In addition to the easements shown on the Plat, each Lot shall be subject to perpetual drainage easements along each side Lot Line and the rear Lot Line to a depth of three (3) feet for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities; provided however, no such drainage easement shall exist on that portion of a Lot upon which a Unit or other structure has been constructed as part of the Work. To the extent not inconsistent with this Declaration, the general rules of Law apply to the foregoing easements. The extent of such easement for maintenance support, overhangs, and drainage, is that reasonably necessary to effectuate their respective purposes, and easements for encroachments extend to a distance of not more than five feet, as measured from any point on the common boundary along a line

perpendicular to such boundary. There is no easement for overhangs and encroachments caused by the willful or intentional misconduct of any Owner of the Association. Each Lot is also subject to nonexclusive easements for the installation, maintenance, repair, and replacement of any drainage and utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; however, such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

2. Except as expressly herein stated, the Declaration has not been otherwise modified or amended.

IN WITNESS WHEREOF, Developer has executed this First Amendment to the Declaration of Covenants and Restrictions for Selva Lakes as of the date first stated above.

RGM PROPERTIES, INC.