

This instrument was prepared by:  
DAVIS, MARTIN & BERNARD, P.A.  
960185 Gateway Boulevard, Suite 104  
Amelia Island, Florida 32034  
www.ameliainlandlaw.com

**FIRST AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS OF  
DEEP CREEK PLANTATION**

The undersigned officers of Deep Creek Plantation Owners Association, Inc. (the "Association"), a Florida corporation not for profit and homeowners association in charge of Deep Creek Plantation, a rural residential subdivision according to that certain *Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation* made by Deep Creek Plantation Development Company, a Florida corporation, executed on September 6, 2006, effective February 28, 2007, and recorded on March 9, 2007 in Official Records Book 1483, Pages 1759-1785 of the Public Records of Nassau County Florida, as supplemented by that certain *Supplement to Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation* made by Deep Creek Plantation Development Company executed on September 27, 2007 and recorded on October 2, 2007 in Official Records Book 1528, Pages 297-330 of the aforesaid public records, as further supplemented by that certain *Flood Control & Management Easement; Supplement No. 2 to Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation* made by Deep Creek Plantation Development Company on April 27, 2010 and recorded on June 9, 2010 in Official Records Book 1681, Pages 495-501 of the aforesaid public records, hereby certify that the following amendments to the *Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation* were approved by the affirmative vote of Deep Creek Plantation lot owners holding not less than two-thirds of the total votes in the Association (88 votes "YAY" and 0 votes "NAY") at a duly noticed special meeting of the membership of the Association held in Nassau County, Florida on February 13, 2014. The undersigned further certify that the amendments were proposed and approved in accordance with the Association's governing documents and applicable law.

**AMENDMENTS**

(Except for section headings, underlined language is added and ~~strikethrough~~ language is deleted)

**Section 10.3 of the Declaration was amended as follows:**

10.3. Living Area. Each detached single-family residence constructed upon a Lot shall contain a minimum of ~~two thousand two hundred fifty (2250)~~ one thousand seven hundred (1700) square feet of heated and air conditioned living area, with the right reserved in and to the ARB (and with the concurrence and consent of Developer until turnover of the community by Developer to DCPOA), to grant up to EIGHT (8) EXCEPTIONS, by Variance, within the Property to those specific Lots where a smaller detached single-family residence may be built to accommodate and enhance size or other particular features of that Lot, but in no event shall any residential dwelling be less than one thousand two hundred (1200) square feet.

**Section 10.4 of the Declaration was amended as follows:**

10.4. Detached Buildings. A detached garage with or without guest quarters, including kitchen, may be constructed on a Lot prior to, during or after the construction of the main dwelling thereon. Each ~~such~~ guest quarters shall contain a minimum of three hundred fifty (350) square feet of heated and air conditioned living area. Such guest quarters shall be for the exclusive use of the applicable Lot Owner, and such Owner's family, guests, or domestic help, and in no event shall such guest quarters be leased or rented to any party, nor may guest quarters be separated in ownership from the Lot Owner by any means or method, including partition. In the event that guest quarters are constructed on any Lot prior to the main dwelling being constructed thereon, the guest quarters may be used for a temporary residence for a maximum of three hundred sixty-five (365) days. No other accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the DCPOA, and any such accessory buildings or structures for horses or other permitted animals shall not, under any circumstances, be used for or converted to accommodate, human occupancy.

IN WITNESS WHEREOF, Deep Creek Plantation Owners' Association, Inc. has caused this certificate to be executed in its name on February 25, 2014.

Signed, sealed, and delivered in the presence of:

DEEP CREEK PLANTATION OWNERS' ASSOCIATION, INC.

Sign: Lindsay Beck  
Print: Lindsay Beck

By: [Signature]  
Brian Patten, Its Vice President

Sign: \_\_\_\_\_  
Print: Joshua K. Martin

Sign: Lindsay Beck  
Print: Lindsay Beck

By: Leonard Simmons  
Leonard Simmons, Its Secretary/Treasurer

Sign: \_\_\_\_\_  
Print: Joshua K. Martin

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this February 25, 2014 by Brian Patten, the vice president of Deep Creek Plantation Owners' Association, Inc, a Florida corporation, on behalf of the corporation, who is personally known to me or who produced FL DRIVERS LICENSE as identification.



Lindsay Beck  
Notary Public, State of Florida

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this February 25, 2014 by Leonard Simmons, the secretary/treasurer of Deep Creek Plantation Owners' Association, Inc, a Florida corporation, on behalf of the said corporation, who is personally known to me or has produced FL DRIVERS LICENSE as identification.



Lindsay Beck  
Notary Public, State of Florida