

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

James G. Kattelmann, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

5 MIN. RETURN

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

AMBERWOOD AT FLEMING ISLAND PLANTATION

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Amberwood at Fleming Island Plantation ("First Amendment") is made this 4th day of January, 2007, by CENTEX HOMES, a Nevada general partnership, whose address is 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258 (the "Declarant").

WHEREAS, Declarant, as owner and developer of real property described on Exhibit "A" attached hereto (the "Property"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Amberwood at Fleming Island Plantation on August 21, 2006 in Official Records Book 2777, Pages 1436-1564 of the Public Records of Clay County, Florida (the "Declaration") with respect to the development of Amberwood at Fleming Island Plantation, a planned community (the "Community"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this First Amendment shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 20.1 of the Declaration provides that Declarant may unilaterally amend the Declaration during the Class "B" Control Period, subject to the approval requirements set forth in Article XVI of said Declaration, if applicable; and

WHEREAS, the Community is still within the Class "B" Control Period as defined in the Declaration; and

WHEREAS, none of the approval requirements set forth herein in Article XVI of the Declaration are applicable to the amendments of the Declaration as hereby effected by Declarant; and

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WHEREAS, Declarant, as owner and developer of real property described on Exhibit "A" attached hereto (the "Property"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Amberwood at Fleming Island Plantation on August 21, 2006 in Official Records Book 2777, Pages 1436-1564 of the Public Records of Clay County, Florida (the "Declaration") with respect to the development of Amberwood at Fleming Island Plantation, a planned community (the "Community"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this First Amendment shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 20.1 of the Declaration provides that Declarant may unilaterally amend the Declaration during the Class "B" Control Period, subject to the approval requirements set forth in Article XVI of said Declaration, if applicable; and

WHEREAS, the Community is still within the Class "B" Control Period as defined in the Declaration; and

WHEREAS, none of the approval requirements set forth herein in Article XVI of the Declaration are applicable to the amendments of the Declaration as hereby effected by Declarant; and

WHEREAS, Declarant desires to amend the Declaration to provide easements for driveways and electric meters and lines that are located on one Lot which service an adjoining Lot.

NOW, THEREFORE, for and in consideration of these premises and pursuant to the rights granted to Declarant in Section 20.1 of the Declaration, Declarant hereby amends the Declaration, with such amendment to be effective as of the date and time of recording of this First Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Easements for Driveway and Electric Meters and Lines. The following Sections 11.15 and 11.16 are hereby added to the Declaration:

11.15 Driveway Easements. A number of dwellings within the Community are served by driveways which are located in part upon adjoining Lots (the "Encroaching Driveways"). In addition, a number of dwellings on adjoining Lots within the Community are served by shared driveways which are located on both of the adjoining Lots (the "Shared Driveways"). The Declarant hereby declares and grants easements for use, maintenance, repair and replacement of the Encroaching Driveways and Shared Driveways as originally constructed by Declarant, provided, however, that no Owner shall be permitted to expand the location or use of any portion of an Encroaching Driveway or Shared Driveway located on an adjoining Lot beyond the location and configuration originally installed by Declarant. An Encroaching Driveway shall be maintained, repaired and replaced at the sole cost of the Owner of the Lot benefitted by the Encroaching Driveway. The Owners of Lots benefitted by a Shared Driveway shall share equally in the cost of maintenance, repair and replacement of the portion of the Shared Driveway utilized by both Owners, with each Owner to remain solely responsible for the cost of maintenance, repair and replacement of the portion of the Shared Driveway which serves only their own Lot. With respect to any such shared expenses for Shared Driveways, any Owner conducting such maintenance, repair or replacement shall be entitled to reimbursement from the other Owner within twenty (20) days of written request for same. In addition, the Association may elect to maintain, repair or replace any Encroaching Driveway or Shared Driveway and assess the cost of same to the benefitted Owners as a Benefitted Assessment pursuant to Section 8.4 hereinbelow.

11.16 Easement for Electric Meters and Lines. A number of dwellings and Lots within the Community are served by electric lines and meters which are located on an adjoining Lot (the "Electric Meters and Lines"). Declarant hereby grants and declares easements for the use, maintenance, repair and replacement of the Electric Meters and Lines located on any such adjoining Lot, including, but not limited to, access to public or private utility companies for the purpose of reading, maintaining, repairing and replacing such Electric Meters and Lines, and for relocation of any such Electric Meters and Lines as necessary to provide for

continued electrical service to any dwelling on any adjoining Lot benefitted by such Electric Meters and Lines.

3. Binding Effect. This First Amendment and the modifications to the Declaration effected hereby shall be binding upon all current and future Owners, occupants and invitees with respect to all or any part of the Community. Except as hereby amended and modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by Declarant for the purposes hereinabove set forth.

Signed, sealed and delivered in the presence of the following witnesses:

Lindsey Reyes
Signature of Witness
LINDSEY REYES
Printed Name of Witness

Wes Hinton
Signature of Witness
WES HINTON
Printed Name of Witness

CENTEX HOMES, a Nevada general partnership

By: **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, its managing general partner

By: *James F. Riley* **JAMES F. RILEY**
NORTH FLORIDA, Division President
Title: DIVISION PRESIDENT

(SEAL)

Address: Centex Homes
12740 Gran Bay Parkway, Suite
2400, Jacksonville, Florida 32258

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of January, 2007, by James F. Riley, as Division President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner of CENTEX HOMES, a Nevada general partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Cathy P. Russi
Notary Public Signature



CATHY P. RUSSI
Notary Public, State of Florida
My comm. expires Jan. 27, 2007
Comm. No. DD 180290

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

