

PREPARED BY AND RETURN TO:

Ridgewood Trails Investment, L.L.C., a Florida limited liability company
1682 W. Hibiscus Blvd., Melbourne, FL 32901

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZALEA RIDGE (hereinafter referred to as the "Amendment"), made as of the 1 day of October, 2009 by **RIDGEWOOD TRAILS INVESTMENT, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Developer originally platted the property (the "Property") as Azalea Ridge according to the Plat thereof as recorded in Plat Book 53, Page 56, of the Public Records of Clay County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Azalea Ridge Subdivision as recorded in Official Records Book 3109, Page 1576-1603, inclusive, (the "Declaration"), the Articles of Incorporation of Azalea Ridge as recorded in Official Records Book 3109, Page 1604- 1615, inclusive, and the By-Laws of Azalea Ridge as recorded in Official Records Book 3019, Page 1616-1631, inclusive, all of the Public Records of Clay County, Florida; and

WHEREAS, pursuant to Article VIII, General Provisions, Section 2. Duration, Modification and Amendment, so long as the Declarant controls the Board of Directors of the Association, and has not turned the Association over to the control and operation of the Homeowners, the Declarant may, in its sole discretion and without any notice or vote by other Lot Owners, change, modify or amend any provision of this Declaration, in whole or in part by executing a written instrument making such change and having the same recorded in the Public Records of Clay County, Florida.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. ARTICLE I, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION Section 2. Lot or Unit Owner Membership is hereby amended to read as follows:

Section 2. Lot or Unit Owner Membership.

Every Owner of a platted Lot or Unit shall be a member of the Homeowners Association upon acquiring title to the Lot or Unit. There shall be a one-time initiation fee of \$100.00 per Lot or Unit, payable to the Homeowners Association at the time a Lot or Unit is conveyed to its initial Owner from the Declarant or at such time as indicated in a separate agreement between Declarant and Builder. Each subsequent Lot or Unit Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial Lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition or at such time as indicated in a separate agreement between Declarant and Builder. The Association may spend some or all of the initiation fee for inspection of the Lot and house after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided herein.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2010 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

2. ARTICLE V, COVENANT FOR ASSESSMENTS Section 5. Maximum Annual Assessment. is hereby amended as follows:

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