

Prepared by and return to:

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CH14-25/T0790-56842

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENTANTS, CONDITIONS AND RESTRICTIONS FOR KINDLEWOOD (this "First Amendment") is effective as of the 15th day of August, 2014 by **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (the "Declarant").

RECITALS:

A. WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Kindleground has previously been recorded August 28, 2008 in Official Records Book 3047, Page 1196, as Instrument #2008042102, as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Kindleground (Adding Additional Property – Phase 1-B) recorded July 9, 2013 in Official Records Book 3554, Page 110, as Instrument #2013040561, as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Kindleground (Adding Additional Property – Phase 2) recorded July 9, 2013 in Official Records Book 3554, Page 114, as Instrument #2013040562, and as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Kindleground (Adding Additional Property – Phase 3) recorded June 26, 2014 in Official Records Book 3655, Page 345, as Instrument #2014032025, all of the Public Records of Clay County, Florida (collectively, the "Declaration").

B. FURTHER WHEREAS, Declarant is still a "Class B" Member and thus is entitled to amend the Declaration without the necessity of concurrent action or approval of the Owners, pursuant to its expressly reserved rights under Section 11.4 of the Declaration.

C. FURTHER WHEREAS, Declarant desires to amend the Declaration as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the legal sufficiency of which is hereby acknowledged, the Declarant hereby agrees as follows:

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

2. Defined Terms. Except as expressly set forth in this First Amendment, all capitalized terms which are used but not defined in this First Amendment shall have the meanings ascribed to them in the Declaration.

3. Signs. Section 3.5 of the Declaration is hereby replaced in its entirety and amended to now read as follows:

Section 3.5 Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area by a party other than the Declarant or Builder during the Class "B" membership period, unless said sign is approved by the ARC. Notwithstanding the foregoing, as long as the Declarant or Builder, respectively, owns any Lot or Residence within the Property, either before or after Class "B" membership (as defined below) ceases to exist, the Declarant or Builder owning such Lot or Residence (as applicable) shall be permitted to place sales signs upon such Lot or Lots and within Common Areas at the Property entrances.

4. Prohibition Against Digging. Section 3.12 of the Declaration is hereby replaced in its entirety and amended to now read as follows concurrent with the deletion of Section 3.13, below:

Section 3.12 Prohibitions Against Digging. Notwithstanding any other provisions of this Declaration, no digging beyond a depth of four (4) feet from the surface shall be allowed on any Lot; provided, however, that if the ARC approves the construction of a swimming pool on a Lot, the Owner of such Lot shall be permitted to dig to the approved depth of the swimming pool.

5. Swimming Pools. Section 3.13 of the Declaration is hereby deleted in its entirety and without replacement wording in order to remove the prior prohibition on swimming pools or spas on any Lot, subject to the provisions of Section 3.12, as amended herein.

6. Individual Assessments. Section 5.5 of the Declaration is hereby replaced in its entirety and amended to now read as follows to correct a typographical error only:

Section 5.5 Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of the Common Area, any Lot or the improvements on any Lot is not in conformity with the standards adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with such use restrictions imposed by this Declaration. The maximum amount of such assessment shall be equal to the cost incurred plus ten percent (10%) to cover the cost of administration and may be enforced in the manner provided for other assessments.

7. Ratification; Conflict. As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect. In the event of any conflict between the provisions of the Declaration and the provisions of this First Amendment, the provisions of this First Amendment shall supersede and prevail. This First Amendment shall become effective upon recording amongst the Public Records of Clay County, Florida. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day and year first above written.

Witnesses:

DECLARANT:

Signature: Shelley S. Kaercher
Print Name: Shelley S. Kaercher

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

Signature: [Signature]
Print Name: Esplanza Maxon

By: [Signature]
Name: Gregory U. Clark
Title: Vice President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1st day of August, 2014, by Gregory U. Clark, as Vice President of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Shelley S. Kaercher
Notary Public, State of Florida
Name: Shelley S. Kaercher
My Commission Expires: _____
My Commission Number is: _____

