

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Robert H. Gidel Jr., Esq.
Gardner Brewer Martinez-Monfort, P.A.
400 N. Ashley Drive, Suite 1100
Tampa, FL 33602

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

This **CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINDLEWOOD** is made this 16th day of September, 2019 by AMH DEVELOPMENT, LLC, a Delaware limited liability company (the "**Declarant**"), pursuant to certain powers reserved in the Declaration (as defined hereinbelow).

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Kindewood was recorded in Official Records Book 3407, Page 1196, as modified by (i) that certain Supplement Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3554, Page 110, (ii) that certain Supplement Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3554, Page 114, (iii) that certain Supplement Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3655, Page 345, (iv) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3666, Page 1900, (v) that certain Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Kindewood recorded in Official Records Book 4110, Page 1486, (vi) that certain Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Kindewood recorded in Official Records Book 4147, Page 2025, and (vii) that certain Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Kindewood recorded in Official Records Book 4206, Page 626, all of the Public Records of Clay County, Florida (collectively, as amended, the "**Declaration**"); and

WHEREAS, the rights and interests of the "Declarant" under the Declaration were assigned to AMH Development, LLC, a Delaware limited liability company, by that certain Assignment of Declarant's Rights recorded August 3, 2019 in Official Records Book 4110, Page 1482, of the Public Records of Clay County, Florida;

WHEREAS, Article XI, Section 11.4, of the Declaration provides that the Declarant, so long as it is a Class "B" Member, has the right to amend the Declaration without the necessity of concurrent action or approval of the Owners;

WHEREAS, as of the date hereof, the Declarant is the sole Class "B" Member and desires to amend the Declaration as set forth herein.


NOW THEREFORE, the Declarant does hereby amend the Declaration as set forth in the amendment attached hereto and made a part hereof, which amendment will be effective as of the date of recording in the Public Records of Clay County, Florida. Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

[SIGNATURES AND ACKNOWLEDGEMENTS FOLLOWS]

RE: CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINDLEWOOD

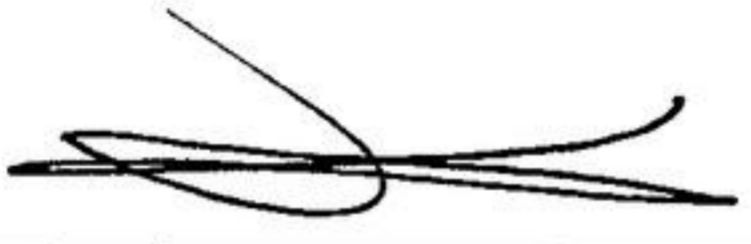
IN WITNESS WHEREOF, the undersigned authorized representative of AMH Development, LLC, a Delaware limited liability company, hereby certifies that the amendment attached hereto has been properly approved by the Declarant pursuant to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Kindlewood and is hereby effective upon recording.

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



Signature of Witness
Lia Sanchez

Printed Name of Witness




Signature of Witness
Chen Barkley

Printed Name of Witness

DECLARANT:

AMH DEVELOPMENT, LLC,
a Delaware limited liability company

By: 

Printed: Jordan Kushner
Title: Vice President - Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by _____, as the _____ of AMH Development, LLC, a Delaware limited liability company, on behalf of the company. Such officer is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

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

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

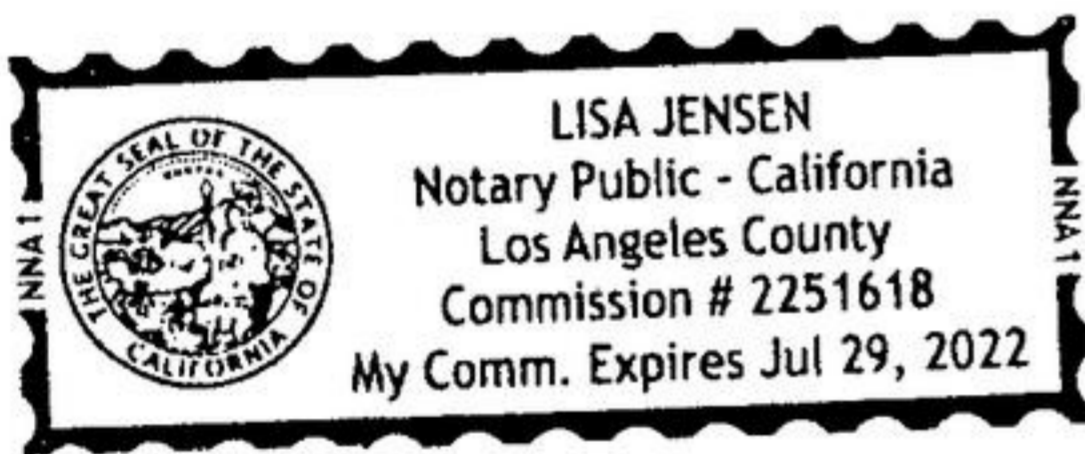
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 9/17/19, before me, Lisa Jensen, Notary Public personally appeared
Jordan Kushner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Certificate of Amendment to
check

Document Date: _____ Number of Pages: 5 includes

Signer(s) Other than Named Above: same

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

(Additions bold underlined / Deletions ~~struck through~~)

Article VIII, Section 8.1 is amended as follows:

Section 8.1. Annexation Without Association Approval. At any time prior to **December 31, 2019** ~~September 30, 2019~~, Additional Property may be annexed, in whole or in part, by the Declarant and made subject to the governing provisions of this Declaration without the consent of Class "A" Members of the Association. The Lots and the improvements thereon, together with the rights and obligations of the Declarant and other Owners thereof, upon all or any portion of such Additional Property shall become subject to the provisions of this Declaration upon recording of an appropriate supplement or amendment hereto executed by the Declarant without the consent of the Class "A" Members.