

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

(Reserved for Clerk of Court)

AMENDMENT TO
COVENANTS AND RESTRICTIONS
PINE EAGLE ESTATES

THIS AMENDMENT (this "**Amendment**") is made on the 5th day of March, 2010 by RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership ("**RAH**"), the PINE EAGLE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**"), LANDSTONE PROPERTIES, LLC, a Florida limited liability company ("**Landstone**") and LANDMARK CUSTOM HOMES, LLC, a Florida limited liability company ("**Landmark**").

RECITALS

A. The COVENANTS AND RESTRICTIONS PINE EAGLE ESTATES were recorded in OR Book 2644, page 1501 of the public records of Clay County, Florida, as amended from time to time (the "**Declaration**").

B. Pursuant to Article XIII, Section 13.5 of the Declaration, the Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes of the Association.

C. By joinder to this Declaration, no less of sixty-seven percent (67%) of the total votes of the Association approved the adoption of this Amendment.

NOW THEREFORE, RAH, the Association, Landstone and Landmark, hereby declare that every portion of the Property is to be held, transferred, sold, conveyed, used and occupied subject to the Declaration as hereinafter amended.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.

2. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

3. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

4. Article V, Section 5.7 is hereby added to the Declaration as follows:

"Section 5.7 **Development & Sales Easement.** RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership ("**RAH**") is hereby reserved an easement, over, upon, across, and under the Property as may be required in connection with the development of the Property and to promote or otherwise facilitate the development, construction and sale of Lots and residential dwellings or any portion of the Property. Without limiting the foregoing, RAH specifically is reserved an easement for the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by RAH. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. RAH shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of the Common Expenses. Without limiting the foregoing, at no time shall RAH be obligated to pay any amount to Association on account of RAH's use of the Common Areas for construction purposes. RAH have the right to use all portions of the Common Areas in connection with their marketing activities, including without limitation, allowing members of the general public to inspect model residential dwellings, installing signs and displays, holding promotional parties and events, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential dwellings. The easements created by this Section, and the rights reserved herein in favor RAH, shall be construed as broadly as possible.

5. Article XIII, Section 13.11 is hereby added to the Declaration as follows:

Section 13.11 **Exemption.** Notwithstanding any other provision of this Declaration to the contrary, no covenant, condition or restriction in this Declaration, including without limitation Article VI and Article X, shall apply to RAH or to any property owned by RAH in a manner which would adversely affect the interests of RAH in connection with reasonable development, sales and marketing efforts associated with the development of the Property as a residential subdivision. Without limiting the foregoing, RAH and/or its assigns, shall have the right to: (i) develop and construct residential dwellings and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto without seeking and obtaining approval from the Association and/or the ARB; (ii) maintain sales offices (for the sale and re-sale of residential dwellings) and general sales offices and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (v) post, display, inscribe or affix to the exterior of any portion of a Lot or portions of the Property, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Property, including without limitation, Lots owned by RAH; and (vi)

undertake all activities which are necessary for the development and sale of any lands and improvements owned by RAH. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to a RAH."

6. Article X, Section 10.2 of the Declaration is hereby amended as follows:

Section 10.2 **Living Area**. Each detached single-family residence constructed upon a Lot shall contain a minimum of ~~2,200~~ 1,600 square feet of enclosed living area; ~~in the case of a two-story residence, there shall be a minimum of 1,600 square feet of enclosed living area located on the first floor.~~ Specifically excluded from "enclosed living are", without limitation, are garages, open or screened porches, terraces, and other covered areas that are not air-conditioned.

7. Article X, Section 10.5 of the Declaration is hereby amended as follows:

Section 10.5 **Construction Materials**. All houses shall be constructed of brick or stucco on all elevations. Masonry lap siding (such as hardiplank) may be used on gables, chimneys, or as an accent only. Stucco houses shall have brick, stone, or stucco architectural accents on the front façade ~~with all windows and doorways trimmed with architectural foam.~~ The side and rear elevations must match the front in material and color. Exterior colors shall be conservative with complementing trim. Duplicate front elevations shall not be permitted within (2) houses to either side or across the street. ~~Variations in the architectural elements should be utilized to promote uniqueness to each structure.~~ The roof shall be built with a minimum ~~7/12~~ 6/12 pitch. Roofing materials must consist of architectural grade shingles having a minimum life expectancy of twenty five (25) years. All houses shall have an exterior wall plate height of nine (9) feet ~~with at least one room and a covered front entry at an eleven (11) foot plate height.~~

8. Article X, Section 10.6 of the Declaration is hereby amended as follows:

Section 10.6 **Landscaping**. All areas of Lots not otherwise covered or landscaped must be sodded to the paved roadway with St. Augustine grass. Lake front lots must be sodded to the water's edge. ~~Each Lot must be landscaped with a minimum of sixty (60) three gallon shrubs, sixty (60) one gallon shrubs, four (4) fifteen gallon shrubs, and three (3) hardwood type trees (min 3" DBH), one the tree must be planted in the front yard. Landscape requirements for lake front Lots will be increased by twenty five (25%) percent with the additional landscape planted along the rear elevation of the house. Lots shall be irrigated by an underground irrigation system covering all grassed and landscaped areas. Private wells will be allowed for irrigation purposes when approved by the appropriate government agencies. These wells must be constructed to a depth that the water will not stain sidewalks, driveways or buildings in any way. Natural vegetation areas will not be required to be irrigated. Each lot must have one (1) minimum 3" caliper tree planted in the front yard.~~

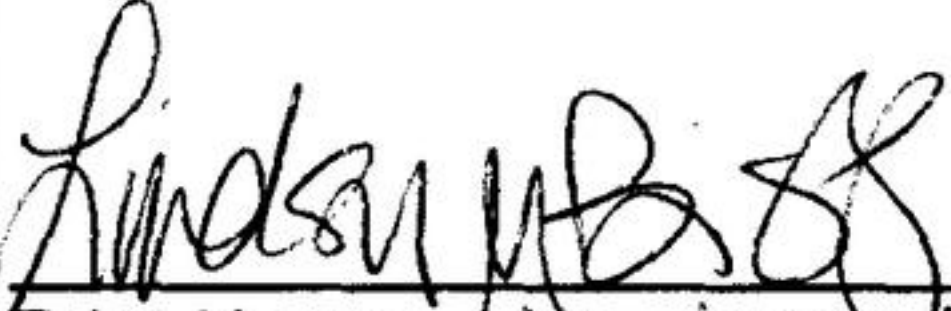
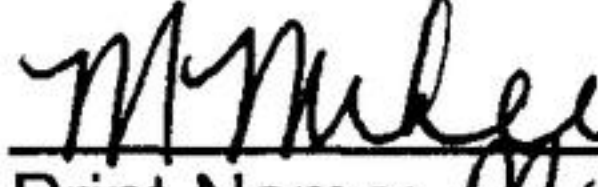
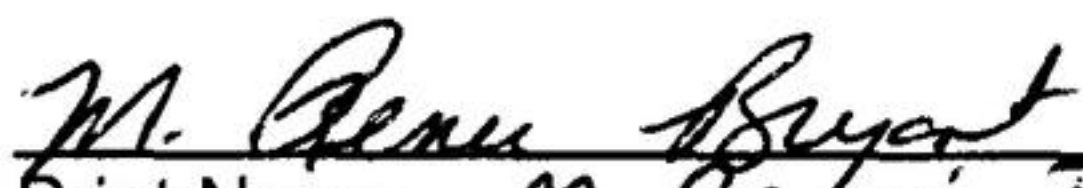
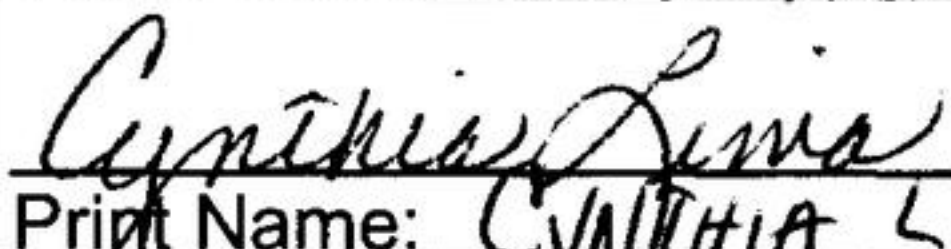
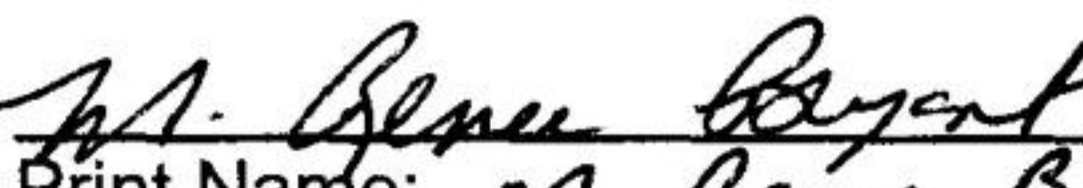
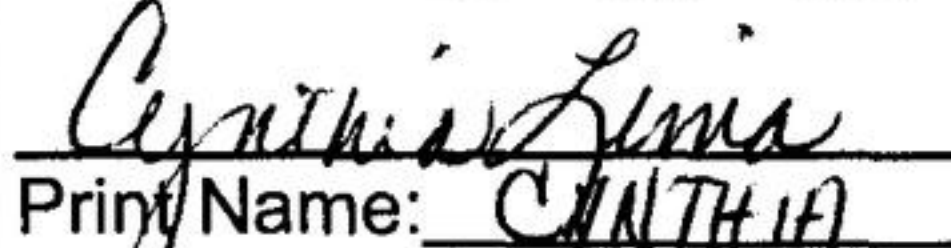
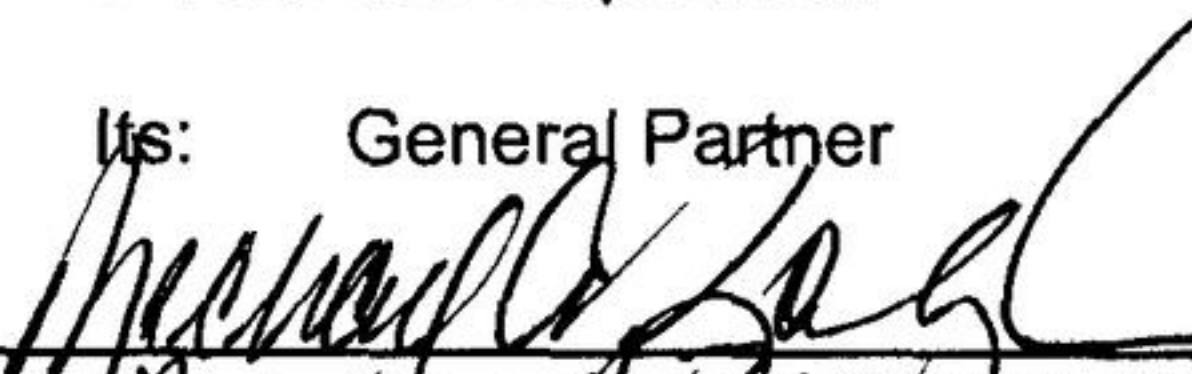
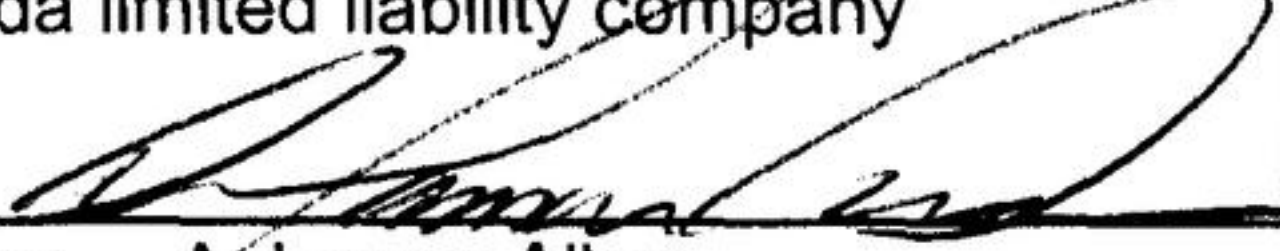
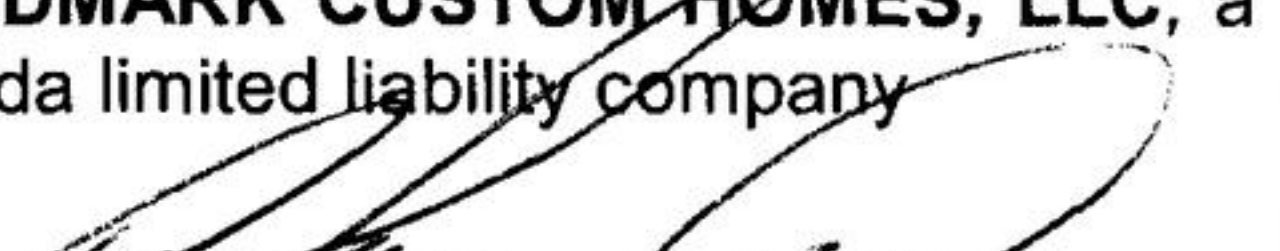
9. Article X, Section 10.6.1 of the Declaration is hereby deleted in its entirety.

10. The Declaration is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is ratified and confirmed in its entirety.

11. This Amendment shall be effective immediately upon its being recorded in Clay County, Florida.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES]

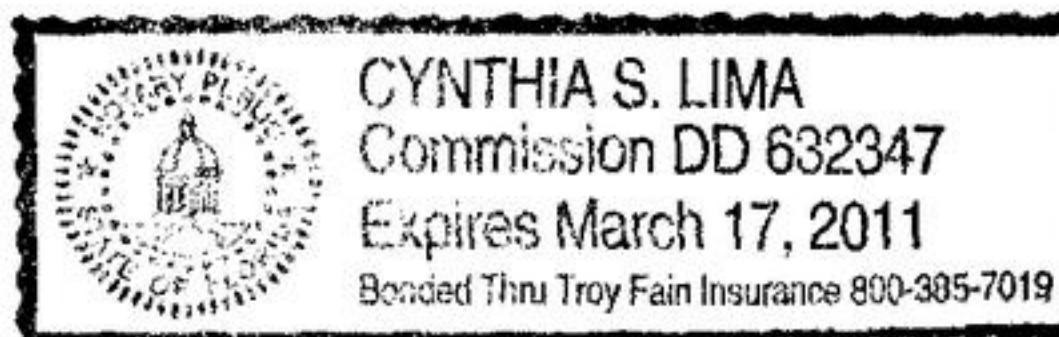
IN WITNESS WHEREOF, the undersigned, being no less than sixty-seven percent (67%) of the total votes of the Association approved this Amendment as of this 5th day of March, 2010.

WITNESSES:  Print Name: <u>Lindsey M. Bishop</u>  Print Name: <u>Michelle Murrher</u>  Print Name: <u>M. Renee Bryant</u>  Print Name: <u>CYNTHIA LIMA</u>  Print Name: <u>M. Renee Bryant</u>  Print Name: <u>CYNTHIA LIMA</u>	AS NO LESS THAN 67% OF THE VOTING INTERESTS OF THE ASSOCIATION: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership By: RAH of Florida, Inc., a Colorado corporation Its: General Partner By:  Name: <u>MICHAEL A. DALKOWSKI</u> Title: <u>VP LAND ACQUISITION</u> Date: <u>MARCH 9, 2010</u> LANDSTONE PROPERTIES, LLC, a Florida limited liability company By:  Name: <u>A. Lamar Allen</u> Title: <u>Manager/Member</u> Date: <u>3/5/10</u> LANDMARK CUSTOM HOMES, LLC, a Florida limited liability company By:  Name: <u>A. LAMAR ALLEN</u> Title: <u>V.P.</u> Date: <u>3/5/10</u>
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[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 9TH day of March, 2010, by MICHAEL A. ZAKRZEWSKI as VP. LAND ACQ. of RAH of Florida, Inc., a Colorado corporation, the General Partner of RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] ~~[She]~~ ☒ is personally known to me or ☐ has produced _____ as identification.



Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 5TH day of March, 2010, by A. LAMAR ALLEN as MGNG. MEMBER of LANDSTONE PROPERTIES, LLC, a Florida limited liability company, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] ~~[She]~~ ☒ is personally known to me or ☐ has produced _____ as identification.

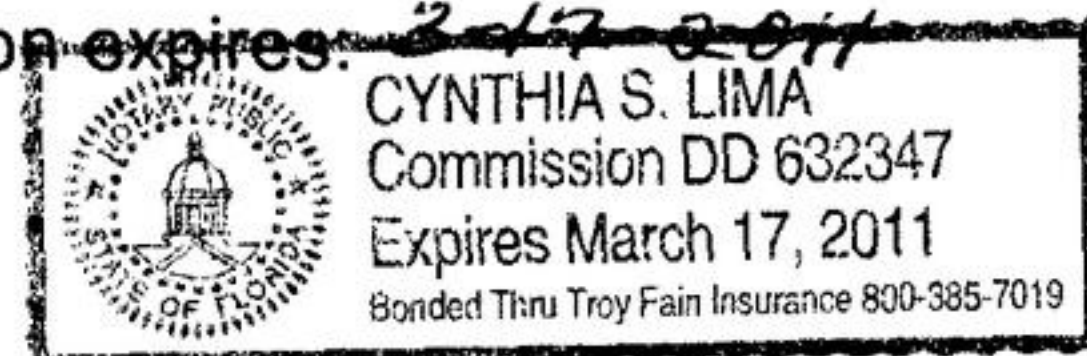
Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011



STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 5TH day of March, 2010, by A. LAMAR ALLEN as VICE PRES. of LANDMARK CUSTOM HOMES, LLC, a Florida limited liability company, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] ~~[She]~~ ☒ is personally known to me or ☐ has produced _____ as identification.

Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011

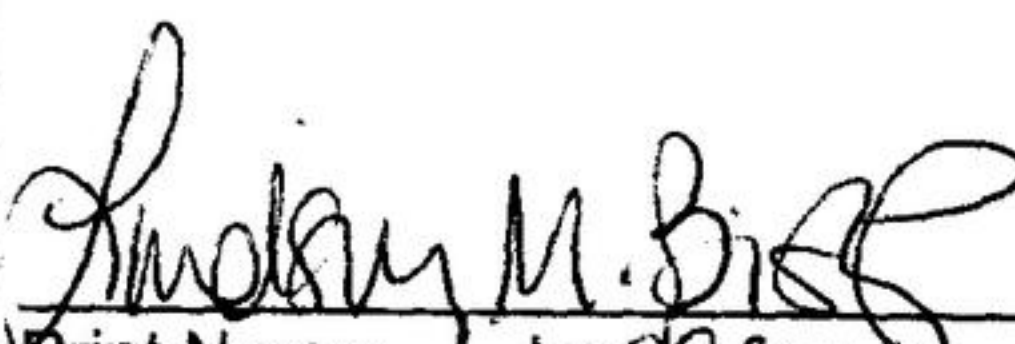
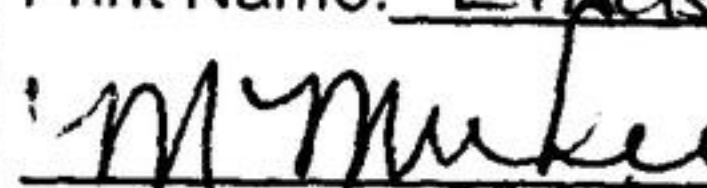
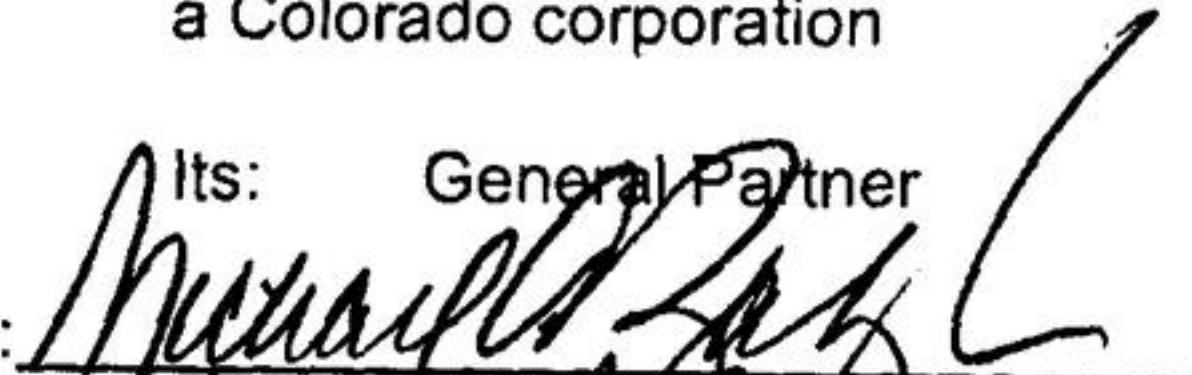
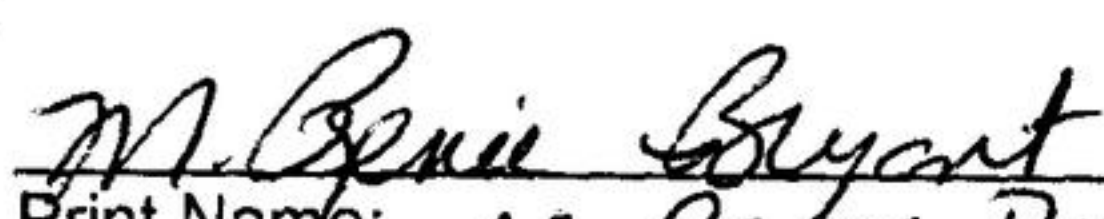
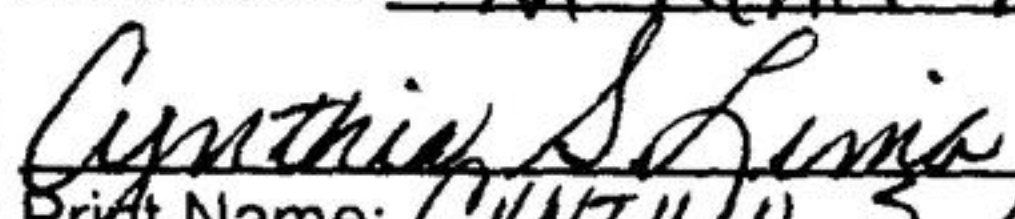
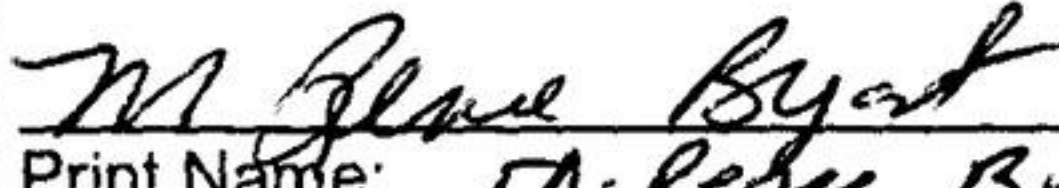
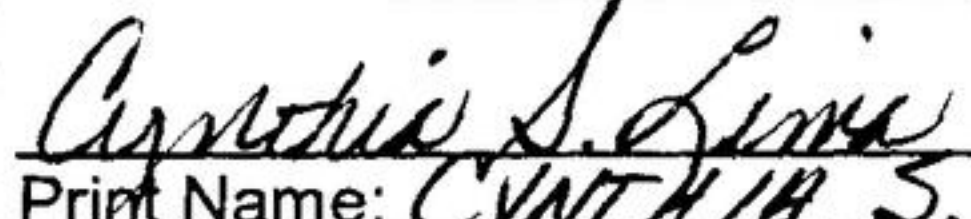
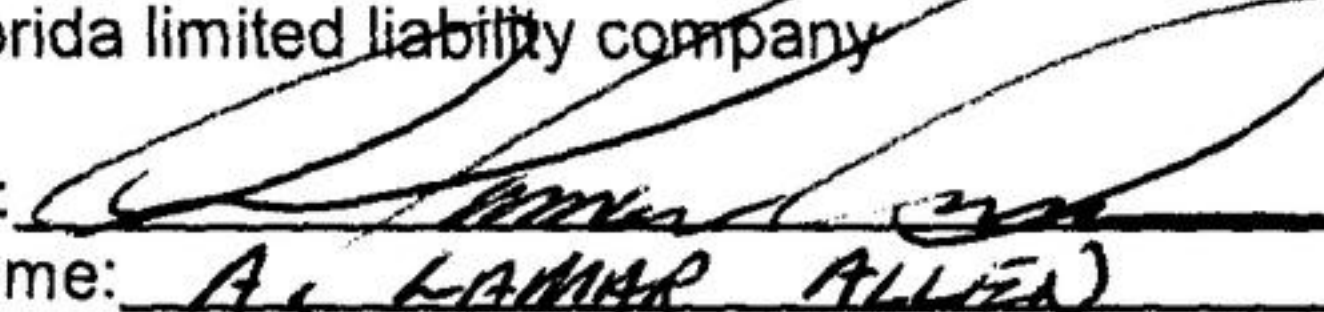


JOINDER

PINE EAGLE ESTATES HOMEOWNERS ASSOCIATION, INC.

PINE EAGLE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**") does hereby join in the AMENDMENT TO COVENANTS AND RESTRICTIONS PINE EAGLE ESTATES (the "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees that this joinder is for the purpose of (i) subjecting any lands owned by Association within the Property (as defined in the Declaration) to the terms of the Declaration and (ii) approving this Amendment.

IN WITNESS WHEREOF, the undersigned, being no less than sixty-seven percent (67%) of the total votes of the Association approved this Amendment on behalf of the Association as of this 5th day of March, 2010.

WITNESSES:	RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership
 Print Name: <u>LINDSEY M. BISHOP</u>  Print Name: <u>Michelle Murrhee</u>	By: RAH of Florida, Inc., a Colorado corporation Its: General Partner  By: <u>Michael A. Carraway</u> Name: <u>MICHAEL A. CARRAWAY</u> Title: <u>VPLAND ACQUISITION</u> Date: <u>MARCH 9, 2010</u>
 Print Name: <u>M. Renee Bryant</u>  Print Name: <u>CYNTHIA S. LIMA</u>	LANDSTONE PROPERTIES, LLC, a Florida limited liability company By:  Name: <u>A. Lamar Allen</u> Title: <u>Manager/Member</u> Date: <u>3/5/10</u>
 Print Name: <u>M. Renee Bryant</u>  Print Name: <u>CYNTHIA S. LIMA</u>	LANDMARK CUSTOM HOMES, LLC, a Florida limited liability company By:  Name: <u>A. LAMAR ALLEN</u> Title: <u>V.P.</u> Date: <u>3/5/10</u>

[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 9TH day of March, 2010, by MICHAEL A. ZARRZEWSKI as VP-LAND ACQ of RAH of Florida, Inc., a Colorado corporation, the General Partner of RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] [~~She~~] ☒ is personally known to me or ☐ has produced _____ as identification.

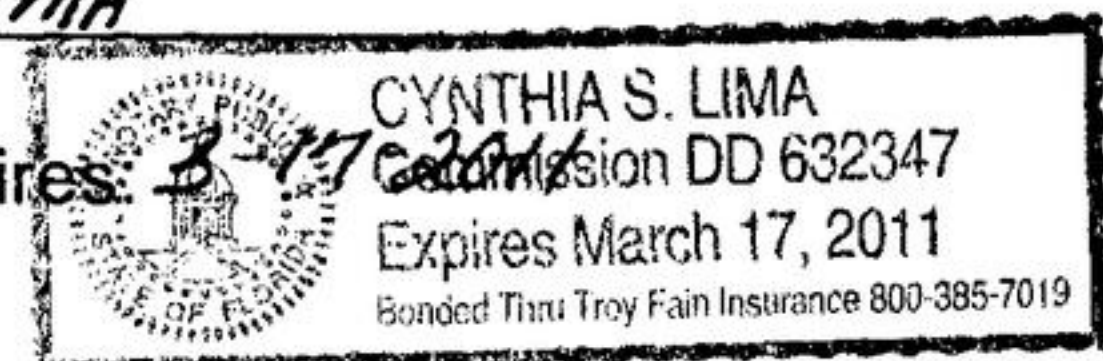


Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 5TH day of March, 2010, by A. LAMAR ALLEN as MGNG. MEMBER of LANDSTONE PROPERTIES, LLC, a Florida limited liability company, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] [~~She~~] ☐ is personally known to me or ☐ has produced _____ as identification.

Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011



STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 5TH day of March, 2010, by A. LAMAR ALLEN as VICE PRES. of LANDMARK CUSTOM HOMES, LLC, a Florida limited liability company, who acknowledges that he or she/she executes the foregoing on behalf of the company. [He] [~~She~~] ☒ is personally known to me or ☐ has produced _____ as identification.

Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-2011



JOINDER

IBERIABANK

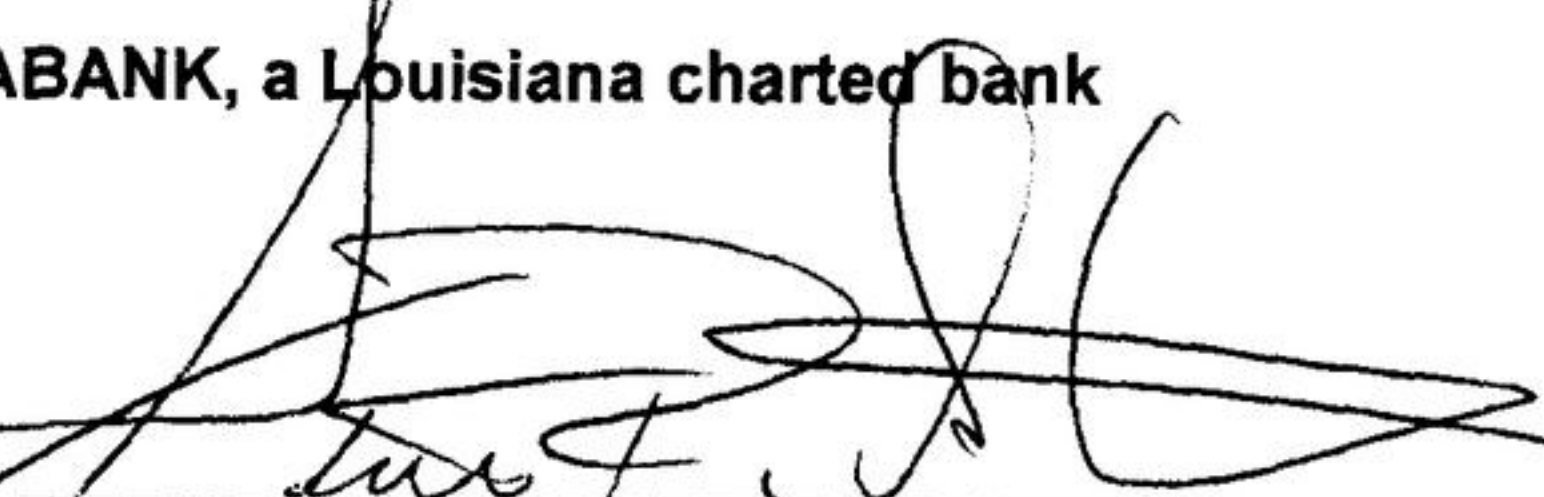
IBERIABANK, a Louisiana chartered bank ("**IBERIA**") does hereby join in the Amendment (the "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of March, 2010.

WITNESSES:

IBERIABANK, a Louisiana chartered bank


Print Name: James R. Eley

By: 
Name: SCOTT R. STEVENS
Title: Senior Vice President

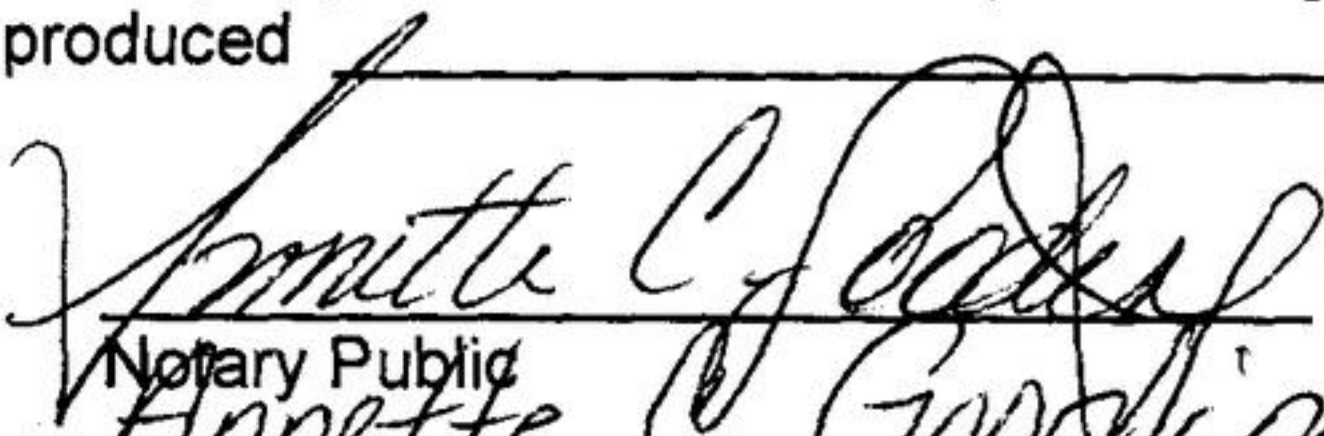

Print Name: Kathy A. Eley

{CORPORATE SEAL}

STATE OF FLORIDA)

COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 5th day of March, 2010, by Scott R. Stevens Sr. V.P. of IBERIABANK, a Louisiana chartered bank, who acknowledges that he or she/she executes the foregoing on behalf of the corporation. [He] [She] ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public
Annette C. Gooding
Print Name
My commission expires:



ANNETTE C. GOODING
Commission DD 650434
Expires March 14, 2011
Bonded Thru Troy Pain Insurance 800-385-7019