

Prepared by and Record and
Return to:

Beth A. Grossman
4220 Race Track Road
St. Johns, FL 32259

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
AND RESTRICTIONS FOR
WILLOW SPRINGS**

This instrument ("Amendment") is made as of this 17th day of September, 2021, by Forestar (USA) Real Estate Group, Inc., Jacksonville, a Delaware corporation ("Declarant"), whose principle office is located at 4220 Race Track Road, St. Johns, Florida 32259, and joined in by Willow Springs Owners Association Inc., a Florida corporation not-for-profit ("Association").

WHEREAS, Declarant holds all rights as "Declarant" under that certain Declaration of Covenants and Restrictions for Willow Springs, recorded in Official Records Book 4349, Page 1690 of the Public Records of Clay County, Florida (the "Declaration").

WHEREAS, the Declaration provides in Article 10, Section 16, that Declarant may amend the Declaration so long as Declarant holds title to any Lot or Unit affected by the Declaration; and

WHEREAS, Declarant is the sole Declarant with any ownership interest remaining affected by the Declaration; and

WHEREAS, Declarant desires to amend the Declaration with regard to certain matters contained therein;

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. Article 10, Section 16 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.16. Fences.

No fences or walls located on a Lot shall exceed six (6) feet in height and no chain link or similar style fence shall be allowed on any Lot. All fences, except those abutting a lake, shall be constructed in tan vinyl material or of a color, design and material approved in advance by the ARB. No fence or wall shall be built beyond the plane from the front

corner of the Home to the side lot lines. For corner Lots, no fence or wall on the side common to the street right-of-way shall extend forward of the rear corner of the Home. On Lots abutting lakes, canals or other bodies of water, no fence shall be placed beyond the top of the bank. Only open picket, black metal fences shall be allowed along the rear Lot line and along the rear sixteen feet (16') of each side Lot line. Fencing on the side Lot lines of Lots abutting lakes, canals or other bodies of water may be either four (4) or six (6) feet, open picket, black metal or vinyl of a color, design and material approved in advance by the ARB, with the rear sixteen feet (16') transitioning from four (4) to six (6) feet, if applicable. The Owner assumes complete responsibility to maintain any fence on such Owner's Lot, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed. Notwithstanding the foregoing, an Owner may not install any fencing (including invisible fencing) on his or her Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required.

4. This Amendment shall become effective upon recording in the Public Records of Clay County, Florida.
5. The invalidity of any part of this Amendment shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Amendment which shall remain in full force and effect.
6. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Except, as expressly modified hereby, the Declaration shall remain in the full force and effect in accordance with the terms thereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below:

Signed in the presence of:

Forestar (USA) Real Estate Group Inc., a Delaware corporation

Heather Brady
Name: Heather Brady

By: Sarah Wicker
Name: Sarah Wicker
Title: Vice President

Beth A. Grossman
Name: Beth A. Grossman

STATE OF FLORIDA)

) SS:

COUNTY OF St. Johns)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Sarah Wicker as Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of September, 2021.



My Commission Expires: 08/13/23

Heather Brady
Notary Public, State of Florida at Large
Heather Brady

Typed, Printed or Stamped Name of Notary Public

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

WILLOW SPRINGS OWNERS ASSOCIATION, INC.
a Florida corporation, not for profit

Chris Williams
Name: Chris Williams

By: Beth A. Grossman
Name: BETH A. GROSSMAN
Title: PRESIDENT

Heather Brady
Name: Heather Brady

STATE OF FLORIDA)
) SS:
COUNTY OF St. Johns)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Beth A. Grossman as President of Willow Springs Owners Association, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17TH day of September, 2021.



My Commission Expires: 08/13/23

Heather Brady
Notary Public, State of Florida at Large
Heather Brady
Typed, Printed or Stamped Name of Notary Public