

This Instrument Prepared By and Return To:

Sandra E. Krumbein Sadv, Esquire
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

*Cross reference to Declaration recorded in Official Records
Book 4349, Page 1690, of the Public Records of Clay County,
Florida*

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**DECLARANT'S AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR WILLOW SPRINGS**

This instrument ("Supplemental Declaration") is made as of this 22TH day of October, 2021, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Declarant").

WHEREAS, Declarant has executed and recorded in Official Records Book 4349, Page 1690, of the Public Records of Clay County, Florida ("County"), that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Willow Springs," as the same may have been and may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration provides in Section 13.8.1 that until the "Turnover Date," all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the "Owners" so long as such amendments do not materially impair the common plan of development of "Willow Springs" (all such terms as defined in the Declaration); and

WHEREAS, Section 13.8.1 of the Declaration also provides that no amendment shall be made by Declarant which impairs the rights and privileges of a "Participating Builder(s)" (as such term is defined in the Declaration) or adversely affects a Participating Builder(s) without the prior written consent of the Participating Builder(s); and

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

WHEREAS, the Turnover Date has not occurred as of the date first above written; and

WHEREAS, this Amendment does not materially impair the common plan of development of Willow Springs, and does not impair the rights and privileges of a Participating

Builder(s), nor does it adversely affect a Participating Builder(s), and therefore the prior written consent of the Participating Builder(s) is not required.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows (underlining indicates additions and ~~struck-through~~ type indicates deletions):

1. The recitations herein set forth 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. Section 9.2.3 of the Declaration is hereby amended to read as follows:

9.2.3. The Owner of each Lot shall maintain, repair and replace as needed any fencing on their Lot, clean, maintain and repair the driveway on their Lot, and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic. Without limiting the generality of the foregoing, the Owner of each Lot shall also maintain, repair and replace as needed, the sidewalks and paved surfaces within the rights-of-way adjacent to their Lots. In addition to the foregoing, the Owner of each Lot shall be responsible to mow the grass in the right-of-way directly in front of and adjacent to such Owner's Lot, regardless of whether such grass area is included within the boundaries of such Owner's Lot.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

5. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

6. In the event any of the provisions of this Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Amendment has been signed by Declarant on the date set forth above.

WITNESSES:

DECLARANT:

[Signature]
 Signature
 Print Name: Beth A. Grossman

[Signature]
 Signature
 Print Name: JOHN STAWEDSKY

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: [Signature]
 Name: Sarah Wicker
 Its: Vice President

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 the Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of October, 2021.

[Signature]
 Notary Public, State of Florida at Large

[Signature]
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 06/13/23

