

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

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(407) 428-5130

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR CASCADE POINT**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CASCADE POINT (this "First Amendment") is made and executed this 23rd day of July, 2018, by PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed that certain Declaration of Covenants Conditions and Restrictions for Cascade Point recorded July 9, 2018, in Official Records Book 18446, Page 1471, Public Records of Duval County, Florida (the "**Declaration**");

WHEREAS, pursuant to Section 14.6 of the Declaration, prior to the Turnover Date (as defined in the Declaration), Developer may unilaterally change or amend the terms and provisions of the Declaration; and

WHEREAS, Developer desires to amend the Declaration in the manner hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby covenant, stipulate and declare as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms used herein but not otherwise defined shall have the same meaning given to such terms in the Declaration.

2. **Landscape Buffer.** By acceptance of a deed to a Unit, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed that, those certain Greenbelt Roadway Buffers depicted as Tracts D and E on the plat for Cascade Point (the "**Landscape Buffer Area**") shall be owned and maintained by the Association in accordance with Ordinance 2018-16-E. Developer hereby reserves unto itself, its successors and assigns, and grants to the Association a perpetual non-exclusive easement (the "**Landscape Easement**") over, across, through and under the Landscape Buffer Area for the purposes of construction, installation, location, ownership, maintenance, repair, replacement and operation of the Landscape Buffer Area in accordance with the terms set forth in Ordinance 2018-16-E.

3. **Additional Right-of-Way.** By acceptance of a deed to a Unit, each Owner shall conclusively

be deemed to understand, and to have acknowledged and agreed that, in accordance with Ordinance 2018-16-E, Developer or the Association may be required to convey a right-of-way containing not more than thirty feet (30') near Yellow Bluff Road to the City of Jacksonville in accordance with the terms set forth in Ordinance 2018-16-E.

4. **References to Developer.** Any references indicating that Developer is a Florida limited liability company in the Declaration are hereby amended to reflect that Developer is a Michigan limited liability company.

5. **Declaration Unmodified.** It is the express intention of the parties hereto that, except as changed and modified by this First Amendment, each and every one of the terms and provisions of the Declaration shall remain in full force and effect as originally written. Accordingly, nothing contained in this First Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect of those terms and provisions of the Declaration that were not expressly and specifically changed, amended, and modified hereby.

6. **Successors and Assigns.** This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESSES WHEREOF, this First Amendment has been executed by the parties hereto in the manner and form sufficient to bind them as of the date and year first above written.

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

WITNESSES:

[Signature]
Witness Name: Angel Alfonso

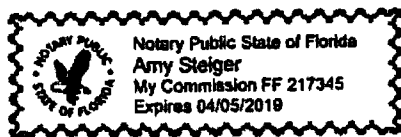
[Signature]
Witness Name: Edward Liferon

By: [Signature]
Name: BO STEWART
Title: BOARD PRESIDENT

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23rd day of July, 2018, by Bo Stewart, as Board President of Pulte Home Company, LLC, on behalf of said limited liability company. S/He is () personally known to me or has produced _____ as identification and did take an oath.

(SEAL)



[Signature]
Notary Public
Name: Amy Steiger
(Type or Print)
My Commission Expires: 4/5/2019