

This Instrument Prepared by and Return to:

Mark C. Dearing, Esq.
4220 Race Track Road
St. Johns, Florida 32259

*Cross Reference to Rivergate Declaration Recorded in Official Records Book
19626, Page 1048, et seq., of the Public Records of Duval County, Florida*

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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

This instrument ("**Amendment**") is made as of this 18 day of May, 2022, by D.R. HORTON, INC. – JACKSONVILLE., a Delaware corporation ("**Declarant**"), having an office located at 4220 Race Track Road, St. Johns, Florida 32259, and joined in by RIVERGATE TOWNHOME HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("**Association**"), whose principal office is located at c/o D.R. Horton, Inc. – Jacksonville, 4220 Race Track Road, St. Johns, Florida 32259.

WHEREAS, the developer of "Rivergate" executed and recorded in Official Records Book 19626, Page 1048, of the Public Records of Duval County ("**County**"), Florida, a certain "Declaration of Covenants, Conditions, Restrictions and Easements for Rivergate" (hereinafter referred to as the "**Declaration**"); and

WHEREAS, Declarant holds all rights as "Declarant" pursuant to that certain Assignment of Declarant Rights recorded in Official Records Book 20267, page 1458, of the Public Records of Duval County ("**County**"), Florida; and

WHEREAS, the Declaration provides in Section 13.8 that, among other things, 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 "Rivergate" (all such terms as defined in the Declaration); and

WHEREAS, Section 13.8 of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment and that no amendment shall impair the rights and privileges of a "Participating Builder(s)" (as such term is defined in the Declaration) or adversely affect 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, Declarant requests the joinder and consent of the Association; and

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

WHEREAS, Declarant's amendments do not materially impair the common plan of development of Rivergate, nor do they impair the rights and privileges or adversely affect a Participating Builder(s).

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. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. Sections 9.1.11 and 9.1.12 of the Declaration are hereby deleted in their entirety. In connection therewith, the Declaration is further amended to provide that any provision in the Declaration which provides that the Board alone may determine or elect to maintain, insure and replace the Common Structural Elements of the Homes (rather than the Owners being obligated for same) is also hereby amended to provide that such determination shall be made not by the Board, but rather solely by the Owners, at a special meeting of the Members called for such purpose and further, only upon receiving the affirmative vote of fifty-one percent (51%) of all Owners of the Association. If the Owners subsequently agree as aforesaid to have the Association, rather than the Owners, be responsible for such maintenance, repair and replacement obligations as to the Common Structural Elements, then in connection with such determination and approval, the Association shall cause a further amendment to this Declaration to amend the pertinent provisions thereof to so provide.

3. Section 13.8.2 of the Declaration is hereby amended to provide that amendments to the Declaration after the Turnover Date shall require the consent of at least fifty-one percent (51%) of the Owners, rather than the consent of two thirds (2/3) of the Owners. All other provisions of Section 13.8 shall otherwise remain the same.

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.

[Signatures appear on following page]

The Association is joining in this Amendment to expressly acknowledge the terms and conditions thereof.

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

RIVERGATE TOWNHOME HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

Deborah McClure
Print Name: Deborah McClure
Elizabeth Blumenthal
Print Name: Elizabeth Blumenthal

By: Jennifer Grose
Name: Jennifer Grose
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18 day of May, 2022, by Jennifer Grose, as Vice President of RIVERGATE TOWNHOME HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/She is (X) personally known to me or () has produced _____ as identification.

(NOTARY SEAL)



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

Deborah E. McClure
Notary Public, State of Florida
Print Name: Deborah E. McClure
Commission No.: GG967814
My Commission Expires: July 10, 2024