

This instrument prepared by and
after recording return to:

James H. McNeil, Jr., Esq
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TROUT RIVER**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TROUT RIVER** (this “**First Amendment**”) is
made as of the date this First Amendment is recorded in the Public Records of Duval County,
Florida (the “**First Amendment Effective Date**”), by **MARONDA HOMES, INC. OF
FLORIDA**, a Florida corporation (“**Declarant**”), whose mailing address is 3999 West First
Street, Sanford, FL 32771.

RECITALS:

WHEREAS, Declarant is the “Declarant” under that certain Declaration of Covenants,
Conditions and Restrictions for Trout River, recorded in Official Records Book 14541, Page
1366, of the Public Records of Duval County, Florida (the “Declaration”) (unless otherwise
defined, capitalized terms used above or herein shall have the meanings ascribed to them in the
Declaration);

WHEREAS, Article III, Section 3(c) of the Declaration sets forth the date that the Class
“B” membership will terminate;

WHEREAS, Declarant wishes to extend the date that the Class “B” membership will
terminate;

WHEREAS, Article XIII, Section 2 of the Declaration grants Declarant the absolute and
unconditional right to amend the Declaration until such time as Declarant relinquishes control of
the Association as provided for in Article III of the Declaration;

WHEREAS, Declarant has not relinquished control of the Association pursuant to
Article III of the Declaration; and

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, Declarant wishes to
amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by
the execution and recording of this First Amendment in the Public Records of Duval County,
Florida, does hereby declare that the Declaration is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. **Termination of Class "B" Membership.** Article III, Section 3(c) is hereby replaced in its entirety with the following:

(c) **Termination of Class "B" Membership.** As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(ii) three (3) months after ninety percent (90%) of the Lots that will or may ultimately be operated by the Association have been conveyed to Owners.

3. **Defined Terms.**

A. All references in the Declaration to "Common Area" and "Common Areas" are hereby replaced with references to "Common Property."

B. The reference to "Unit" in Article V, Section 6 is hereby replaced with a reference to "Dwelling Unit." The references to "Units" in Article V, Section 7 are hereby replaced with references to "Dwelling Units."

C. The references to "Operating Expenses" and "Operating Expense" in Article VI, Section 1(d) and 2(a)(iii) are hereby replaced with references to "Common Expenses" and "Common Expense," respectively.

D. The references to "Lot Assessment" in Article IX, Section 2(b), (c) and (e) and Article X, Section 1(k) are hereby replaced with references to "individual assessment."

E. The term "Builder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly: (i) for later sale to any person or legal entity who will thereafter construct a Dwelling thereon, or (ii) in furtherance of the business of constructing a Dwelling Unit thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide third-party purchaser.

4. **Effect of this First Amendment.** Except as modified by this First Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the First Amendment Effective Date.

Signed, sealed and delivered in the presence of:

DECLARANT:

MARONDA HOMES, INC. OF FLORIDA, a Florida corporation

Print Name: Angelique Tripp

By: [Signature]

Print Name: Jessica Macala

Name: James Marshall

Title: Vice President

Dated: Dec 23, 2016

STATE OF FLORIDA)
) ss:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 23rd day of December, 2016, by James R Marshall, as Vice President of MARONDA HOMES, INC. OF FLORIDA, a Florida corporation, on behalf of the corporation. He/she is:

- personally known to me; or
- produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: _____

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Angelique Tripp
(Print, Type or Stamp Commissioned Name of Notary Public)

