

This Instrument Prepared by and Return to:

Sandra E. Krumbein, Esq.
Shutts & Bowen LLP
201 East Las Olas Blvd.
Suite 2200
Fort Lauderdale, Florida 33301

*Cross Reference to Declaration Recorded in Official Records Book
21380, Page 1995, et seq., of the Public Records of Duval County,
Florida*

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

This instrument ("Amendment") is made as of this 19th day of JANUARY, 2026, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Declarant"), having an office located at 14785 Old St. Augustine Road, Suite 300, Jacksonville, Florida 32258.

WHEREAS, Declarant has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Trout River (as same may be amended or supplemented (collectively hereinafter referred to as the "Declaration"), recorded in Official Records Book 21380, Page 1995, of the Public Records of Duval County ("County"), Florida; and

WHEREAS, the Declaration provides in Section 13.8.1 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 "Trout River" (all such terms as defined in the Declaration); and

WHEREAS, the Declaration further provides in Section 13.8.1 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 Trout River, 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 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. Section 10.15 of the Declaration is hereby amended as follows:

10.15 Fences. No fences or walls are permitted without approval by the ARB. 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 white vinyl material or of a color, design and material approved in advance by the ARB. No fence or wall shall be built beyond the midpoint 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 and only four foot (4') tall open picket, black metal fences shall be allowed along the rear Lot line and the rear sixteen feet (16') of each side Lot line. The remaining 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, 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.~~ With the exception of Declarant and/or Participating Builder installed fencing, the following restrictions shall apply to any fencing by Owners in the community, which such fencing in all instances shall require prior written approval by the ARB: (i) as to interior Lots: only 6' white vinyl shall be permitted, (ii) as to Lots adjacent to a Lake: only 4' black aluminum shall be permitted, (iii) as to Lots adjacent to preserve or conservation areas: only 6' white vinyl shall be permitted on the sides of the Home, and only 4' black aluminum shall be permitted on the rear lot line, and (iv) gates, a minimum of four (4) foot wide, are required to allow access. 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.

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

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

[Signatures appear on following page]

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

WITNESSES AS TO DECLARANT:

DECLARANT:

[Signature]
Print Name Chris Williams
Address: 14785 Old St. Augustine Rd.
Suite 300, Jacksonville, FL 32258

[Signature]
Print Name Beth A. Grossman
Address: 14785 Old St. Augustine Rd.
Suite 300, Jacksonville, FL 32258

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

By: [Signature]
Name: Heather LaFaire Allen
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2026, by Heather Allen as Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of the corporation. She is (X) personally known to me or () has produced _____ as identification.

(NOTARY SEAL)



JARED PRICE
Notary Public
State of Florida
Comm# HH514401
Expires 4/10/2028

[Signature]
Notary Public, State of Florida
Print Name: Jared Price
Commission No.: HH514401
My Commission Expires: 4/10/28