

Prepared by and Return to:
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Holland & Knight LLP
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Jacksonville, Florida 32202

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS** ("Amendment") is made this 26th day of June 2008, by
Pulte Home Corporation, a Michigan corporation ("Developer").

RECITALS:

A. Developer subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on June 26, 2007 at Official Records Book 2940, at Page 44 of the Public Records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Article 20.6 of the Declaration, prior to Turnover of the Association, Developer may amend the Declaration for so long as it holds title to any Lot or Unit affected by the Declaration, provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

C. As of the date of this Amendment, Turnover has not occurred and the Developer desires to amend the Declaration as set forth herein. This amendment is not inconsistent with the general scheme of development within the Community and does not materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. **RECITALS.** The Recitals to this Amendment are true and correct and are incorporated by reference and made a part hereof.

2. **DEFINED TERMS.** All defined terms utilized herein but not defined in this Amendment shall have the meaning ascribed to said terms in the Declaration.

3. **PETS.**

The second sentence of Section 7.21(a) is hereby amended and restated in its entirety as follows: "Owners are granted a license to maintain not more than a total of two (2) pets per Unit and not more than a total of three (3) pets per Lot, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors, and (c) dogs or cats only, except as set forth below."

The last sentence of Section 7.21(a) is hereby amended and restated in its entirety as follows: "Pet sitting for outside pets is permitted as long as the number of pets maintained within a Unit does not exceed two (2) pets and the number of pets maintained within a Lot does not exceed three (3) pets."

4. **FINES.** Section 11.3(e) is hereby amended and restated in its entirety:

(e) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

(i) Non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00) per violation;

(ii) Subsequent non-compliance, or violations which are of a continuing nature after notice thereof: a fine not in excess of One Hundred Dollars (\$100.00) per day, but no fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate;

(iii) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

4. RATIFICATION. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

COPY

The undersigned agent of the Developer has executed this Amendment this 26th day of June, 2008.

PULTE HOME CORPORATION
a Michigan corporation

By: [Signature]
Print Name: Shawn Budd
Its: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Shawn Budd as the authorized agent of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is [personally known to me or] has provided _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178



Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fair Insurance Co. 800-388-7016

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