

Prepared by and Return to:  
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**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 on April 20, 2010, 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, as amended from time to time (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, the Developer continues to own Lots and Units affected by the Declaration 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. AMENDMENT.

Section 6.1(b) is amended to add the following sentence at the end of the Section:

"Notwithstanding the foregoing, the age restrictions set forth in this Section are non-revocable and are not subject to change except to the extent a more restrictive age limitation is required under the Housing for Older Persons Act of 1995, at which time

an amendment may be made by the Developer, Association or Owners to conform to the stricter requirements of the Housing for Older Persons Act of 1995."

Section 20.06 is amended and restated in its entirety as follows:

"In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community, (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, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment, or (iii) permit any person under the age of nineteen (19) to reside in the Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period. After Turnover this Declaration may be amended by an instrument signed by the President of the Community Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof; provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest; and provided further that no amendment to the Declaration may be made by any party to permit any person under the age of nineteen (19) to reside in a Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period."

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

The undersigned agent of the Developer has executed this Amendment on April 20, 2010.

**PULTE HOME CORPORATION**  
a Michigan corporation

By: \_\_\_\_\_  
Print Name: Gregory U. Clark  
Its: Vice-President of Land Development

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April 2010, by Gregory U. Clark as Vice-President of Land Development 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}



\_\_\_\_\_  
(Signature of Notary)  
Christine R. Braun  
(Print Name of Notary Public)  
Notary Public, State of Florida  
My Commission Expires: June 17, 2013  
Commission No.: DD 899905