

Prepared by and Return to:
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Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Public Records of
St. Johns County, FL
Clerk # 2010053204,
O.R. 3369 PG 1046-1051
10/27/2010 at 08:10 AM,
REC. \$25.00 SUR. \$27.50

**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 FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION (“Amendment”) is made on September 23, 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 Riverwood by Del Webb Community Association (“**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 Association.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Bylaws as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. All capitalized terms which are not defined in this Amendment shall have the same definition as appears in the Declaration.
3. Developer deeded a portion of Tract A6 as shown on page 94 of the Riverwood by Del Webb ~ Phase 1 Plat recorded at Plat Book 60, Pages 87-120 of the public records of St. Johns County Florida (a copy of Plat Book 60, Page 94 is attached hereto as Exhibit “A”), said portion more particularly described in Exhibit “B” attached hereto, to the Owners of Lot 48 (“**Lot 48 Owners**”) pursuant to the Special Warranty Deed recorded on June 2, 2010 in Official Records Book 3319, Page 413 in the public records of St. Johns County, Florida.

4. Developer deeded a separate portion of Tract A6, said portion more particularly described in Exhibit "B-1" attached hereto, to the Owners of Lot 49 ("**Lot 49 Owners**") pursuant to the Warranty Deed recorded on March 29, 2010 in Official Records Book 3299, Page 670 in the public records of St. Johns County, Florida.

5. Notwithstanding the provisions of Section 4.12 and 5.1 of the Declaration, which provisions remain in effect, the Lot 48 Owners, its successors in title to Lot 48 and assigns, shall be responsible for the maintenance, insurance, tax and administration obligations with respect to the portion of Tract A6 which Lot 48 Owners own, which maintenance, insurance and tax costs shall be Lot 48 Owners' sole cost and expense. If the Lot 48 Owners fail to maintain the portion of Tract A6 which they own in a manner consistent with the Section 5.1 of the Declaration, the Association shall have the right to enter upon Tract A6 to perform the necessary maintenance and to charge the Lot 48 Owners for the cost of the maintenance in the form of a Special Assessment. The Association shall have a non-exclusive permanent and perpetual easement over and upon Tract A6 for purposes of using, performing necessary maintenance or for any other reason consistent with the Declaration and applicable Florida law. Lot 48 Owners shall also be responsible for any taxes assessed on the portion of Tract A6 which they own.

6. Notwithstanding the provisions of Section 4.12 and 5.1 of the Declaration, which provisions remain in effect, the Lot 49 Owners, its successors in title to Lot 49 and assigns, shall be responsible for the maintenance, insurance, tax and administration obligations with respect to the portion of Tract A6 which Lot 49 Owners own, which maintenance, insurance and tax costs shall be Lot 49 Owners' sole cost and expense. If the Lot 49 Owners fail to maintain the portion of Tract A6 which they own in a manner consistent with the Section 5.1 of the Declaration, the Association shall have the right to enter upon Tract A6 to perform the necessary maintenance and to charge the Lot 49 Owners for the cost of the maintenance in the form of a Special Assessment. The Association shall have a non-exclusive permanent and perpetual easement over and upon Tract A6 for purposes of using, performing necessary maintenance or for any other reason consistent with the Declaration and applicable Florida law. Lot 49 Owners shall also be responsible for any taxes assessed on the portion of Tract A6 which they own.

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

[The remainder of this page intentionally left blank.]

This Amendment to the Declaration has been duly executed on this 23rd day of Sept, 2010.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Print Name: GREGORY CLARK
Its: VP OF LAND DEV'T

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2010, by Gregory Clark as VP of Land Dev of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is personally known to me or who produced _____ as identification.



Print Name Christina R. Braun
Notary Public State of Florida
My commission expires: 6/17/2013
Commission Number DD899905

[SEAL]

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Exhibit "A"
Map Book 60, Page 94 Showing Tract A6

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Exhibit "B"

Lot 48 Owners' Portion of Tract A6

A portion of Tract A6, as depicted on RIVERWOOD BY DEL WEBB - PHASE 1, a plat recorded in Map Book 60, pages 87 through 120, of the Public Records of St. Johns County, Florida, being a portion of Section 63, Township 5 South, Range 29 East, said St. Johns County, being more particularly described as follows:

For a point of reference, commence at the Southerly most corner of Lot 48, as depicted on said plat of RIVERWOOD BY DEL WEBB - PHASE 1, said corner lying on the Northerly right of way line of Marsh Hollow Road, a 60 foot right of way as presently established, said corner also being a point on a curve; thence Northeasterly along the arc of said curve concave Southeasterly, having a radius of 55.00 feet, through a central angel of 40°18'10", an arc length of 38.69 feet to a point on said curve, said point being the Southeasterly most corner of said Lot 48, and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 28°49'09" East, 37.90 feet.

From said Point of Beginning, thence Northeasterly continuing along said Northerly right of way line and along the arc of a curve concave Southeasterly having a radius of 55.00 feet, through a central angle of 06°18'14", an arc length of 6.05 feet to a point on said Northerly right of way line, said arc being subtended by a chord bearing and distance of North 52°07'21" East, 6.05 feet; thence North 14°34'51" West, departing said Northerly right of way line, 128.80 feet to a point lying on the Southerly line of Tract C3, a conservation easement as described and recorded in Official Records Book 2675, page 1696, said line also being the Northerly line of said Tract A6; thence South 59°29'28" West, along said Southerly line, 24.13 feet to the Northeast corner of said Lot 48; thence South 22°38'40" East, departing said Southerly line and along the Easterly line of said Lot 48, a distance of 125.81 feet to the Point of Beginning.

Also described as the West Half of Tract A6.

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Exhibit "B-1"

Lot 49 Owners' Portion of Tract A6

A portion of Tract A6, as depicted on RIVERWOOD BY DEL WEBB - PHASE 1, a plat recorded in Plat Book 60, pages 87 through 120, of the Public Records of St. Johns County, Florida, being a portion of Section 63, Township 5 South, Range 29 East, said St. Johns County, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of Lot 49, as depicted on said plat of RIVERWOOD BY DEL WEBB- PHASE 1, said corner lying on the Northerly right of way line of Marsh Hollow Road, a 60 feet right of way as presently established, said corner also being a point on a curve, thence Westerly along the arc of said curve concave Southerly, having a radius of 55.00 feet, through a central angle of 51°14'45", an arc length of 49.19 feet to a point on said curve, said point being the Southwest corner of said Lot 49, and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 87°11'36" West, 47.57 feet.

From said Point of Beginning, thence Southwesterly continuing along said Northerly right of way line and along the arc of a curve concave Southerly having a radius of 55.00 feet, through a central angle of 06°17'44", an arc length of 6.04 feet to a point on said Northerly right of way line, said arc being subtended by a chord bearing and distance of South 58°25'21" West, 6.04 feet; thence North 14°34'51" West, departing said Northerly right of way line, 128.80 feet to a point lying on the Southerly line of Track C3, a conservation easement as described and recorded in Official Records Book 2675, page 1696, said line also being the Northerly line of said Track A6, thence North 59°29'28" East along said Southerly line 24.07 feet to the Northwest corner of said Lot 49; thence South 07°10'26" East, departing said Southerly line and along the Westerly line of said Lot 49, a distance of 134.76 feet to the Point of Beginning.

Also described as the East Half of Tract A6.

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