

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 this ^{29th} day of ~~March~~ ^{May}, 2012 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 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. Paragraph 1.1(jj) is hereby amended and restated in its entirety as follows:

"Residence means any ~~single-family fee simple~~ residential dwelling constructed or to be constructed on or within any Lot, whether attached or detached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings, pools and patios, which have been approved by the ARB or Developer, as applicable."
4. The following is added at the end of Paragraph 7.15(b):

"The Community Association may charge a "Lease Processing Fee" in connection with such verification process. Such fee shall be set by the Board from time to time."
5. The first sentence of Paragraph 7.19(b) is amended and restated in its entirety as follows:

"With respect to Residences only, Owners may have golf carts and motorcycles, but each shall count as one-half (.5) of a vehicle towards the vehicle limit."
6. The following is added at the end of Paragraph 7.29:

"The Board of Directors may, in its sole discretion, charge a reasonable fee for the provision of extra or replacement Community ID badges (over and above the standard issuance of two (2) Community ID badges) used in connection with the Common Property recreational facilities. Such fee shall be set by the Board from time to time."
7. A new Section 7.37 is hereby added to Article 7 USE RESTRICTIONS of the Declaration as follows:

"7.37 Sidewalks. Any Owner of a Lot developing a Residential Dwelling Unit on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by St. Johns County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot."
8. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration has been duly executed on this 29th day of ~~March~~ May, 2012.

Witnesses:

Tara M. Jinks
Print Name: Tara M. Jinks
Shelley F Wright
Print Name: Shelley F Wright

PULTE HOME CORPORATION,
a Michigan corporation

By: Gregory Clark
Name: GREGORY CLARK
Its: P of LAND DEVELOPMENT

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on May 29, 2012, by Gregory Clark, the VP of Land Development of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Shelley F Wright Print Name: Shelley F Wright
Commission number: _____
My commission expires: _____

(SEAL)

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