

Prepared by and Record and
Return to:

Mark C. Dearing, Esq.
4220 Race Track Road
St. Johns, FL 32259

*Cross reference to Declaration recorded in
Official Records Book 19626, Page 1048,
of the Public Records of Duval County,
Florida*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
RIVERGATE**

This instrument ("**Amendment**") is made as of this 22ND day of JUNE, 2021, by FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation ("**Declarant**").

WHEREAS, Declarant has executed and recorded in Official Records Book 19626, Page 1048, of the Public Records of Duval County, Florida ("**County**"), that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Rivergate," together with all amendments thereof and supplements thereto (collectively hereinafter referred to as the "**Declaration**"); and

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

WHEREAS, Section 13.8.1 of the Declaration also provides 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 Rivergate, and 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:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. Article 7, Section 7.9 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.9. Working Fund Contribution.

Each Owner who purchases a Lot with a Home thereon from Declarant or a Participating Builder (sales by Declarant to a Participating Builder are exempt) shall pay to the Association at the time legal title is conveyed to such Owner, an "Initial Working Fund Contribution." The Initial Working Fund Contribution shall be Three Hundred Dollars and No/100 (\$300.00). Initial Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. To ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant or a Participating Builder may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant or a Participating Builder advances the Initial Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Initial Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 7.9 shall be paid directly to Declarant or a Participating Builder, as applicable, in reimbursement of the advance, instead of to the Association. Initial Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

4. Article 7, Section 7.10 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.10. Ongoing Working Fund Contribution

Each Owner who purchases a Lot with a Home thereon, other than from Declarant or a Participating Builder as set forth in Section 7.9 above, shall pay to the Association at the time legal title is conveyed to such Owner, an "Ongoing Working Fund Contribution." The Ongoing Working Fund Contribution shall be Three Hundred Dollars and No/100 (\$300.00). Ongoing Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. Ongoing Working Fund Contributions may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

5. This Amendment shall become effective upon recording in the Public Records of the County.

6. The invalidity of any part of this Amendment shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Amendment which shall remain in full force and effect.

7. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Except as expressly modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

[SIGNATURES ON NEXT PAGE]

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

WITNESSES AS TO DECLARANT:

Beth A. Grossman
Print Name: BETH A. GROSSMAN

Heather Brady
Print Name: Heather Brady

DECLARANT:

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

By: Sarah Wicker
Sarah Wicker, Vice President

[SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me by physical presence or online notarization, this 20th day of June, 2021, by Sarah Wicker, the Vice President of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me, who affixed thereto the seal of the corporation.



Heather Brady
Notary Public, State and County Aforesaid
Print Name: Heather Brady
Commission Number: GG 344755
My Commission Expires: 6/13/23