

Prepared by:
Mark C. Dearing
4220 Race Track Road
St. Johns, FL 32259

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE ROOKERY**

This instrument ("**Amendment**") is made as of this 15 day of July, 2026 by D.R. HORTON, INC. - JACKSONVILLE whose principal office is located at 4220 Race Track Road, St. Johns, FL 32259 and joined in by THE ROOKERY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit whose principal office is located at 225 Land Grant Street, Suite 5, St. Augustine, FL 32092.

WHEREAS, pursuant to that certain Assignment of Declarant's Rights, recorded in Official Records Book 4962, page 1706 of the public Records of Clay County, Florida, Declarant holds all rights as "Declarant" under that certain Declaration of Covenants and Restrictions for The Rookery, recorded in Official Records Book 4862, page 531 of the public records of Clay County, Florida (the "**Declaration**").

WHEREAS, Declarant desires to amend the Declaration with regard to certain matters contained therein;

WHEREAS, Pursuant to Article, XIV, Section 10 of the Declaration, Declarant may amend the Declaration without requirement of consent by the Association or any Owners or mortgagees so long as such amendment does not materially impair the common plan of development of the Subdivision or otherwise in such other manner as Declarant may deem necessary or convenient;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Article VIII, Section 6 of the Declaration is hereby replaced with the following:

Section 6. **Working Fund Contribution.** Each Owner who purchases a Lot shall pay to the Association, at the time legal title is conveyed to such Owner, a "**Working Fund Contribution**" in the amount of Two Hundred and 00/100 Dollars (\$200.00). Working Fund Contributions are not advance payments of Assessments and shall have no effect on future 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 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 advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Contribution to be paid by such Owner to the Association pursuant to this Section shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses.

3. Declarant represents, and the Association acknowledges, that a Working Fund Contribution has not previously been in place for the Association. Each acknowledges, however, that lack of a Working Fund Contribution has posed a hardship to the startup operations and funding activities associated with new Owners as they move into the Subdivision. The imposition of the Working Fund Contribution is effective only to new Owners taking title within the Subdivision after the recording of this Amendment in the public records of Clay County, Florida and is not applied or imposed retroactively. As such, the imposition of the Working Fund Contribution by this Amendment does not materially impair the common plan of development of the Subdivision or otherwise create a hardship or impediment to existing Owners or impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee.

4. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

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

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.

SIGNATURE PAGES TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered
In the presence of

D.R. HORTON, INC. - JACKSONVILLE

Deborah McClure
Print Name: Deborah McClure
Address: 4220 Race Track Road
St. Johns, FL 32259

By: [Signature]
Dennis Then, Vice President

Anthony Sharp
Print Name: Anthony Sharp
Address: 4220 Race Track Road
St. Johns, FL 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 15 day of July, 2026, by Dennis Then, Vice President of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the company, and who is personally known to me.



DEBORAH E. MCCLURE
Commission # HH 502505
Expires July 10, 2028

Deborah E. McClure
Notary Public, State and County Aforesaid
Print Name: Deborah E. McClure
My commission expires: 7/10/28
Commission No.: HH 502505

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

Signed, sealed and delivered
In the presence of

THE ROOKERY OWNERS
ASSOCIATION, INC.

Deborah McClure
Print Name: Deborah McClure
Address: 4220 Race Track Road
St. Johns, FL 32259

By: Jennifer Grose
Jennifer Grose, President

Anthony Sharp
Print Name: Anthony Sharp
Address: 4220 Race Track Road
St. Johns, FL 32259

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 15
day of July, 2026, by Jennifer Grose, President of The Rookery Owners Association, Inc.,
a Florida not-for-profit, on behalf of the company, and who is personally known to me.



DEBORAH E. MCCLURE
Commission # HH 502505
Expires July 10, 2028

Deborah E. McClure
Notary Public, State and County Aforesaid
Print Name: Deborah E. McClure
My commission expires: 7/10/28
Commission No.: HH 502505