

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR CYPRESS TRAILS**

THIS FIRST AMENDMENT (“First Amendment”) is made effective as of ~~January~~ ^{February} 13, 2015, by **SPLIT PINE DEVELOPMENT, LLC**, a Florida limited liability company (the “Developer”), **CYPRESS TRAILS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”), **AVATAR PROPERTIES INC.**, a Florida corporation (“Avatar”), **LENNAR HOMES, LLC**, a Florida limited liability company (“Lennar”), and **MATTAMY (JACKSONVILLE) PARTNERSHIP**, a Florida general partnership (“Mattamy”), and is consented to and joined by **THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “CDD”).

RECITALS:

A. The Declaration of Covenants and Restrictions for Cypress Trails is recorded in Official Records Book 16910, page 1467, of the public records of Duval County, Florida, as amended and supplemented (collectively, the “Declaration”).

B. Avatar, Lennar and Mattamy are the owners of certain Lots subject to the Declaration.

C. Developer, Avatar, Lennar, and Mattamy (collectively, the “Parties”) own all of the Lots subject to the Declaration and hold all of the votes in the Association. Pursuant to Section 11.6, and other applicable provisions of the Declaration, the Parties hereby amend the Declaration as follows:

1. **Fences.** Section 8.18 of the Declaration is deleted and replaced with the following:

Except as approved by the Developer pursuant to Article V hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

The CDD owns and operates Cypress Trails Park, which is shown as the Exception parcel on the plat of Cypress Trails at Nocatee Phase One recorded in Plat Book 67, pages 88 through 103 (inclusive) of the public records of Duval County, Florida (the “Cypress Trails Phase One Plat”). Adjacent to such park and located on Lots 122 – 134 and Tract “F”, all as shown on the Cypress Trails Phase One Plat, is a storm and surface water pond (the “Pond”) which is a part of the Surface Water and Stormwater Management System under the Declaration. The Cypress Trails Phase One Plat reserves an easement over the Pond for drainage, access, maintenance and landscaping purposes. Attached hereto as **Exhibit “A”** is an excerpt of the Cypress Trails Phase One Plat showing, among other things, the Cypress Trails Park (shown as the Exception parcel) and the Pond.

The Developer, the CDD and/or the Association has installed certain fencing and related landscaping improvements on (i) Lots 122 – 134 along the approximate top of the bank of the Pond; and (ii) Lots 101 – 107, 110 – 121, 285 – 290, and 292 – 295 along the approximate rear lot line of such Lots (the Owners of Lots 101 – 107, 110 – 134, 285 – 290, and 292 – 295 are collectively referred to herein as the “Fence Owners”). The

Parties hereby grant to the Developer, the Association, and the CDD and their successors, assigns, designees, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon such portions of the Property as may be reasonably necessary for the purpose of installing, maintaining, repairing, and replacing such fencing and related landscaping improvements, including, without limitation, the right to enter upon any portion of the Fence Owners' Lots for such purposes. The Fence Owners specifically acknowledge and agree that such fencing and related landscaping improvements may not be removed or altered without the CDD's prior written consent.

Each of the Fence Owners shall be responsible for maintaining, at its sole cost and expense, any fencing and landscaping improvements located on or about such Fence Owner's respective Lot in a neat and attractive condition, including, without limitation, such maintenance and repair as may be required by the CDD; provided, however, the CDD is obligated to maintain, repair and replace any landscaping improvements located on the bank of the Pond. If a Fence Owner fails to maintain such fencing and landscaping improvements in accordance with the foregoing standards, then the Association or the CDD may provide notice (at the address for such Fence Owner in the Association's official records) to the Fence Owner of such deficiencies. If such Fence Owner does not cure such deficiency within fifteen (15) days after receipt of the notice, then the Association or the CDD may (but shall not have the obligation) cure such deficiency and in such event such Fence Owner shall reimburse the Association or the CDD for the costs of such work within ten (10) days of receipt of an invoice therefor. The Association or the CDD shall have the right to place a lien on a Fence Owner's Lot in accordance with the terms of this Declaration for the failure to pay the costs of such work within such ten (10) day period.

No Owner shall damage, destroy or otherwise interfere with any such fencing or landscaping improvements. As to any damage or injury to such fences or landscaping improvements caused by an Owner, or his/her family, guests, invitees, contractors or agents, such Owner shall reimburse the CDD for the CDD's hard and soft costs to repair such damage or injury, within 15 days of receipt of an invoice therefor. Subject to the preceding sentence, if the CDD determines, in its sole and absolute discretion, that the fencing or any portion thereof needs to be replaced, the CDD may (but shall not have the obligation) replace the fencing or any portion thereof elected by the CDD, at the CDD's costs and expense.

2. **Ratification**. As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

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Signed, sealed and delivered
in the presence of:

ASSOCIATION:

**CYPRESS TRAILS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation**

DocuSigned by:
Tina E Miller

(Signature) 6484...
Tina E Miller

By: *[Signature]*

Gregory J. Barbour
President

(Print Name)
DocuSigned by:
Jill Whalen

(Signature) 6484...
Jill Whalen

(Print Name)

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

February 4

The foregoing instrument was acknowledged before me on January , 2015 by Gregory J. Barbour, the President of CYPRESS TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.



DocuSigned by:
Tina E Miller

Print Name 6484... Tina E Miller
NOTARY PUBLIC, State of
Florida at Large
Commission #
My Commission Expires:
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

Signed, sealed and delivered
in the presence of:

Anthony S. Reid
(Signature)

Anthony S Reid
(Print Name)

[Signature]
(Signature)

[Print Name]
(Print Name)

AVATAR:

AVATAR PROPERTIES INC.,
a Florida corporation

By: David Smith

Name: David Smith

Title: Division President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on January 30, 2015 by David Smith the Division President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of the corporation.

Gloria J. Stephens
Print Name

NOTARY PUBLIC, State of
Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known _____
or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires Sep. 25, 2017
Commission No. FF 34039

Signed, sealed and delivered
in the presence of:

[Signature]
(Signature)
Scott Rogers
(Print Name)

[Signature]
(Signature)
Cynthia Arnold
(Print Name)

LENNAR:

LENNAR HOMES, LLC,
a Florida limited liability company

By: [Signature]
Name: Scott Keating
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on February 4th, 2015 by
Scott Keating, the VP of LENNAR
HOMES, LLC, a Florida limited liability company, on behalf of the company.



[Signature]
Print Name Kristina Dods
NOTARY PUBLIC, State of
Florida at Large
Commission # FF 034470
My Commission Expires: 7/14/17
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

Marcia M Cox
(Signature)
Marcia m Cox
(Print Name)

B. Burden
(Signature)
B. Burden
(Print Name)

MATTAMY:

**MATTAMY (JACKSONVILLE) PARTNERSHIP, a
Florida general partnership**

By: CALBEN (FLORIDA) CORPORATION,
a Florida corporation, its general partner

By: Cliff Nelson
Name: Cliff Nelson
Title: V.P.

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on January 4, 2015 by
Cliff Nelson, the V.P. of CALBEN
(FLORIDA) CORPORATION, a Florida corporation, as the general partner of **MATTAMY
(JACKSONVILLE) PARTNERSHIP**, a Florida general partnership, on behalf of the partnership.

B. Burden
(Print Name B. Burden)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

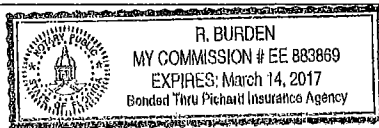


EXHIBIT "A"

EXCERPT OF CYPRESS TRAIL PHASE ONE PLAT

