

Prepared by and return to:

Melissa S. Turra
Holland & Knight LLP
50 N. Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MISSION TRACE**

THIS AMENDMENT is made this 30th day of AUGUST, 2011, by **Mission Trace Development, LLC**, a Florida limited liability company, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

- A. Developer has previously subjected certain land located in St. Johns County, Florida, to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Mission Trace dated October 11, 2007 and recorded on October 16, 2007 in Official Records Book 2995, page 697, of the public records of St. Johns County, Florida; as amended by that Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Mission Trace recorded in Official Book 3458, at page 350 of the public records of St. Johns County, Florida as amended from time to time (referred to herein as the "Declaration").
- B. The Developer currently retains control of the Mission Trace Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association").
- C. Pursuant to Section XIV.I. of the Declaration, so long as the Developer owns any of the Property, as defined in the Declaration, the Developer has the absolute and unconditional right to amend the Declaration without the consent or joinder of any party in any manner as the Developer may deem necessary or convenient. The Developer owns a portion of the Property as of the date of this Amendment.
- D. The Developer believes it is necessary to amend the Declaration to relieve the Association of certain yard maintenance obligations.

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

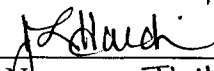
- 1. Effective as of January 1, 2012, Section IV.B.1 of the Declaration is hereby amended and restated in its entirety as follows:
 - 1. Lot and Residence Maintenance. Each Owner, at such Owner's cost and expense, shall keep all parts of his Lot and Residence in good repair and condition, and shall perform all yard maintenance, including grass mowing, edging, shrub and tree trimming, yard fertilization, yard pest control, irrigation system maintenance, irrigation system activation and all other maintenance and repair activities at regular intervals as shall be necessary to keep the yard in each Lot in a first rate condition typical of similar

communities. It shall be each Owner's responsibility and obligation to keep all parts of his or her Lot free and clear of trash and debris. Each Owner shall, at such Owner's cost and expense, maintain and repair his Residence including, without limitation, repainting or restaining the exteriors of the Residence, repair or replacement of roofing, repair or replacement of windows and doors (including repair or replacement of glass and screens), repair or replacement of building materials on the exterior of the residence. The foregoing obligations shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association.

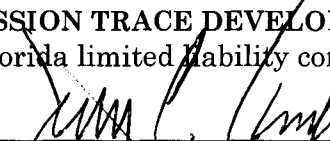
2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

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

Signed and sealed in the presence of:


Print Name: Timothy G. Shea

Print Name: JL HARDIN

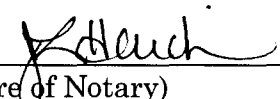
MISSION TRACE DEVELOPMENT, LLC,
a Florida limited liability company

By: 
John C. Kunkel, its Vice-President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before on AUGUST 30, 2011, by John C. Kunkel as the Vice-President of Mission Trace Development, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has provided _____ as identification.

{Notary Seal must be affixed}


(Signature of Notary)



(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: _____
Commission No.: _____