

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

David P. Barker, Esq.
KAY, GRONEK & LATHAM, LLP
390 North Orange Ave., Suite 600
Orlando, FL 32801
(407) 481-5800



BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 1810 PAGE 1353
RECORDED 07/24/00 @ 12:44 PM
FILE NUMBER 743863
RECORDING FEE 24.00

For Recording Purposes Only

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR RIVERWOOD**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR RIVERWOOD (the "Second Amendment")
is made effective as of the 22ND day of FEBRUARY, 2000, by **CENTEX
HOMES**, a Nevada general partnership ("Declarant"), and is joined by **RIVERWOOD
COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association").

RECITALS:

A. Riverwood Development, Inc., a Florida corporation, heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Riverwood, recorded in Official Records Book 1227, Page 1371; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 1246, Page 86, and those certain Supplemental Declarations recorded in Official Records Book 1246, Page 91, Official Records Book 1264, Page 2111, Official Records Book 1264, Page 2116, Official Records Book 1307, Page 1081, Official Records Book 1320, Page 2192, Official Records Book 1342, Page 1775, Official Records Book 1365, Page 718, Official Records Book 1366, Page 82, Official Records Book 1371, Page 336, Official Records Book 1371, Page 346; that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Riverwood, recorded in Official Records Book 1385, Page 998; and those certain Supplemental Declarations recorded in Official Records Book 1407, Page 1471, Official Records Book 1446, Page 1490 and Official Records Book 1517, Page 312, as affected by that certain Assignment of Declarant's Rights recorded in Official Records Book 1662, Page 1610, as amended, modified and supplemented from time to time, all of the Public Records of Charlotte County, Florida (collectively, the "Declaration").

B. Riverwood Development, Inc., a Florida corporation, assigned any and all rights as the original declarant under the Declaration to Declarant by virtue of that certain Assignment of Declarant's Rights recorded in Official Records Book 1662, Page 1610, of the Public Records of Charlotte County, Florida.

**IMAGED
CI**

C. Declarant desires to change, amend and modify the Declaration in the manner hereinafter set forth and pursuant to, and in accordance with, Section 19.2 of the Declaration, Declarant has the right to change, amend and modify the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, Declarant hereby changes, amends and modifies the Declaration as specifically set forth below:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

2. **Defined Terms.** Capitalized terms used in this Second Amendment as defined terms and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. **Creation of Assessments.** The last paragraph of Section 12.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

Prior to Turnover, the Declarant shall have no obligation to pay Assessments on Lots, Recreational or Commercial Property which it owns, whether such Lots, Recreational or Commercial Property are original inventory or have been required by Declarant. Rather, until that time, the Declarant may elect annually to pay the difference between the amount of Assessments assessed relative to all Lots, Recreational or Commercial Property subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year; provided, that, the aggregate amount of such expenditures may be directly offset, and thereby reduced, by any other income, fees or funds received by the Association Declarant. Such election shall be by written notice to the Board not less than thirty (30) days prior to the beginning of each fiscal year and if no notice is delivered by Declarant, Declarant shall be deemed to have elected to pay such differential. The Declarant's financial obligations to the Association may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. After Turnover, the Declarant shall be obligated to pay Assessments on Lots, Recreational and Commercial Properties which it owns and are platted and are part of the Association.

4. **Contributions to Working Capital.** Effective two (2) months from the date of recording this Second Amendment in the Public Records of Charlotte County, Florida, Section 12.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 12.12. Contribution to Working Capital. Upon each and every transfer of record title to a Lot, Recreational or Commercial Property, a contribution shall be made by or on behalf of the purchaser to

the working capital of the Association in an amount to be determined from time to time by the Board of Directors, but which shall be no less than an amount equal to two (2) months of the Common Assessment applicable to a Lot, Recreational or Commercial Property for that year. The Declarant shall collect same upon the transfer of a Lot, Recreational or Commercial Property; provided, however, that where any Lot, Recreational or Commercial property is sold to a Merchant Builder or other developer, the Declarant may, by reference thereto in a contract for sale or deed of conveyance, postpone the payment thereof to the earlier of (a) two (2) years from the date of conveyance by Declarant or, (b) the sale of the Lot by such Merchant Builder or developer. This contribution shall be collected by Declarant or the Merchant Builder or developer, as the case may be, and disbursed therefrom to the Association for use in covering capital costs and expenses incurred by the Association pursuant to the terms of this Declaration and the By-laws and may be utilized in lieu of contributions required to be made by Declarant hereunder. The Declarant, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this Section. The capital contribution required by this Section shall constitute an assessment against the Lot, Recreational or Commercial Property and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article XII.

5. **Declaration Unmodified.** It is the express intention of the parties hereto that, except as changed, amended, and modified by this Second Amendment, each and every one of the terms and provisions of the Declaration shall remain in full force and effect as originally written. Accordingly, nothing contained in this Second Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect, of those terms and provisions of the Declaration which were not expressly and specifically changed, amended and modified hereby.

6. **Conflict.** In the event of any inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall control. From and after the recording of this Second Amendment, all references to the Declaration shall refer to the Declaration as modified and amended by this Second Amendment.

7. **Successors and Assigns.** This Second Amendment shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Second Amendment has been executed by the parties hereto in the manner and form sufficient to bind them as of the date first above stated.

Signed, Sealed and Delivered in the Presence of:

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner

Wendy A. McLaughlin
Signature

WENDY A. Mc LAUGHLIN
Print Name

[Signature]
Signature

DANIEL J. HALLORAN
Print Name

By: [Signature]
Timothy Ruemler
Division President
Naples-Fort Myers Division

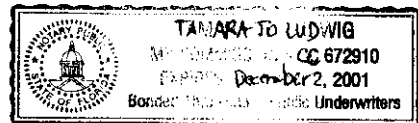
STATE OF FLORIDA)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 22 day of February, 2000, by **Timothy Ruemler**, as Division President, Naples-Fort Myers Division, of **CENTEX REAL ESTATE CORPORATION**, Managing General Partner of **CENTEX HOMES**, a Nevada general partnership, for and on behalf of the corporation and general partnership. He [] is personally known to me or [] has produced _____ as identification.

Tamara J. Ludwig
Signature of Notary

Tamara J. Ludwig
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____



JOINDER OF ASSOCIATION

The Riverwood Community Association, Inc. joins in and consents to the foregoing Second Amendment.

Signed, Sealed and Delivered
in the Presence of:

**RIVERWOOD COMMUNITY ASSOCIATION,
INC.,** a Florida not-for-profit corporation

Wendy A. McLaughlin
Signature

By: Diana M. Linsinn

WENDY A. MCLAUGHLIN
Print Name

Name: DIANA M. LINSINN

Daniel T. Halloran
Signature

Its: PRESIDENT

DANIEL T. HALLORAN
Print Name

STATE OF FLORIDA)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 22 day of February, 2000, by Diana Linsinn as President of **RIVERWOOD COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, for and on behalf of the corporation. He/she [] is personally known to me or [] has produced _____ as identification.

Tamara J. Ludwig
Signature of Notary

Tamara J. Ludwig
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

