

PREPARED BY AND RETURN TO:

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L0587-59093

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MISSION TRACE (this "**Third Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company ("**Lennar**") and joined by Mission Trace Homeowners' Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Mission Trace (the "**Original Declaration**") was recorded October 16, 2007 in Official Records Book 2995, Page 697, of the Public Records of St. Johns County, Florida.

B. The Original Declaration was amended by those certain Amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Mission Trace recorded July 26, 2011 in Official Records Book 3458, Page 350 ("**First Amendment**") and September 12, 2011 in Official Records Book 3472, Page 1762 ("**Second Amendment**"), both of the Public Records of St. Johns County. The Original Declaration, as amended by the First Amendment and the Second Amendment, shall hereinafter be referred to as the "**Declaration**".

C. Lennar is the successor "**Developer**" under the Declaration pursuant to: (i) that certain Election of Developer's Rights for Mission Trace from Mission Trace Development, LLC, the creating Developer under the Declaration ("**Mission Trace**") in favor of SA-FL LLC, a Mississippi limited liability company, conducting business in Florida under the name SA-FL Properties, LLC ("**SA-FL**"), recorded January 23, 2012 in Official Records Book 3517, Page 905 ("**SA-FL Election**"), (ii) that certain Assignment of Developer Rights for Mission Trace from SA-FL in favor of Mission Trace 77 Lot, LLC, a Florida limited liability company ("**Mission Trace 77 Lot LLC**"), recorded May 18, 2012 in Official Records Book 3563, Page 399 ("**Mission Trace 77 Lot Election**"), and (iii) that certain Assignment and Acceptance of Developer Rights for Mission Trace from Mission Trace 77 Lot, LLC in favor of Lennar, recorded May 18, 2012 in Official Records Book 3563, Page 406 ("**Lennar Assignment**"), all of the Public Records of St. Johns County, Florida, for that certain real property more particularly described therein together with all improvements now or hereafter located thereon (the "**Property**").

D. Article XIV(D)(3) of the Declaration provides that the Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend the Declaration without

the consent or joinder of any party to clarify the provisions of the Declaration or in such other manner as Developer may deem necessary or convenient.

E. Pursuant to that certain Special Warranty Deed dated May 18, 2012 and recorded in Official Records Book 3563, Page 401, of the Public Records of St. Johns County, Florida ("Special Warranty Deed"), Lennar obtained title to seventy seven (77) of the ninety (90) Lots located on the Property from Mission Trace 77 Lot DLC within the community known as "Mission Trace", and therefore Lennar, as Developer pursuant to the Lennar Assignment, and also as the current owner of more than eighty-five (85%) of the Lots, has the right to amend the Declaration as set forth herein, without the joinder or consent of any party.

F. The original Articles of Incorporation ("Original Articles") was recorded at Official Records Book 2995 at Page 742, of the Public Records of St. Johns County, Florida, appended to the Original Declaration as Exhibit B.

G. Article XII of the Original Articles provides that the members of the Association shall have the right to amend or repeal any of the provisions contained in the Original Articles or any amendments thereto, provided that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Mission Trace) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. However, pursuant to Article VI(2) of the Original Articles, the Class B Member shall be the Developer and shall be entitled to the sole right to vote in Association matters until turnover of control of the Association to the Owners in Mission Trace has occurred ("Turnover") as described therein.

H. As of the date of this Third Amendment, Turnover has not occurred, and therefore Lennar, as Developer pursuant to the Lennar Assignment, and as the sole Class B Member entitled to vote prior to Turnover, approves the amendments to the Original Articles set forth herein pursuant to Article VI(2) of the Original Articles. In addition, Lennar is the current owner of more than eighty-five (85%) percent of the Lots in Mission Trace.

NOW THEREFORE, in consideration and by reason of the foregoing, Lennar hereby has amended the Declaration and the Original Articles, and declares that every portion of Mission Trace is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Third Amendment.
2. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Article IX(B) of the Declaration is amended to read:

B. Insurance for the Lots and Residences. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other Improvements located on the Lot and comprehensive personal liability insurance, ~~in an amount not less than \$300,000.00.~~ It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Lot, if the Lot is located in a flood zone designated "A". ~~As of the date that an Owner takes title to a Lot, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Article XI(B), including providing copies / certificates to the Association, the Association shall have the fining rights set forth in Article XVII(D).~~

5. Article IV(B)(2) of the Declaration is amended to read:

2. Failure to Maintain Lot or Residence. In the event an Owner fails to perform its obligations with respect to Lot and Residence maintenance as set forth herein, including maintaining his Lot and Residence in good order and in a clean and attractive manner, the Association may, but is not obligated to, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, or maintain any part of the Residence. Such cost shall constitute a special Lot Assessment for which a claim of lien may be filed or enforced against the Owner's Lot.

6. Section 2 of Article VI of the Original Articles is amended to read:

ARTICLE VI – VOTING RIGHTS.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after ~~seventy-five~~ ninety percent (~~75%~~) (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.

b. On or before ~~seven (7) years from the recording of the Declaration~~ December 31, 2016.

c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one vote for each Lot owned by Developer. For the purposes of this Article, builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

7. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 28 day of August, 2012.

WITNESSES:

COPY

~~_____~~

Print Name: Linda J. Richardson

Patricia A. Brown

Print Name: Patricia A. Brown

“DEVELOPER”

LENNAR HOMES, LLC,
a Florida limited liability company

By: [Signature]

Name: Barbara Moore

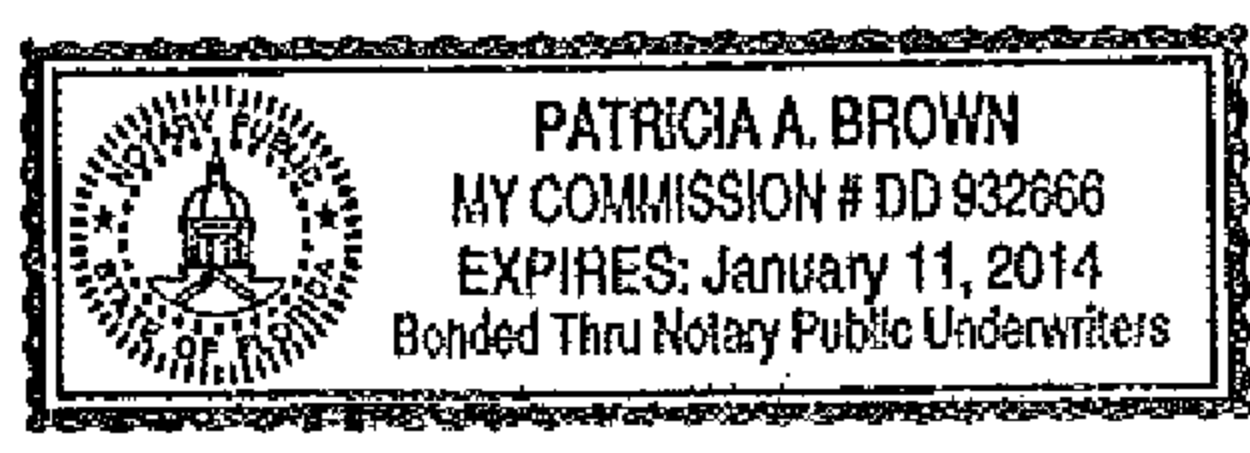
Title: Vice President

STATE OF FLORIDA)
 COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 28 day of August, 2012, by Barbara Moore as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. [He] [She] is personally known to me or has produced _____ as identification.

[Signature]

Notary Public



 Print Name
 My commission expires:

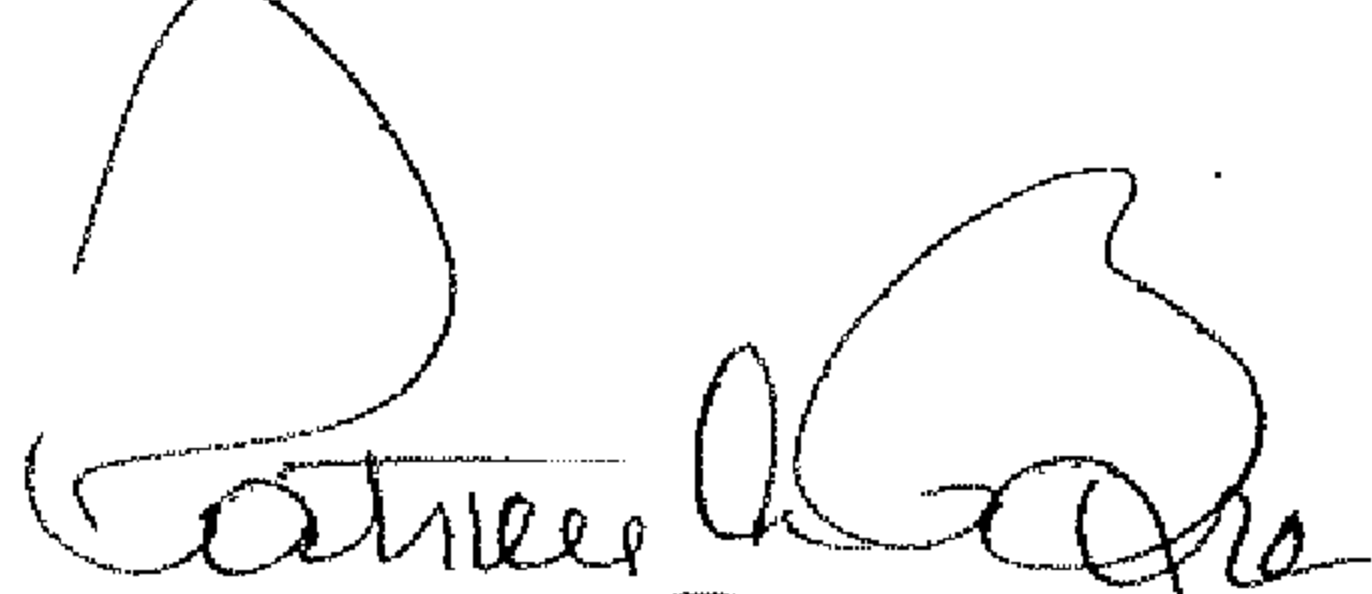

JOINDER

MISSION TRACE HOMEOWNERS' ASSOCIATION, INC.


MISSION TRACE HOMEOWNERS' ASSOCIATION, INC. (the "Association") does hereby join in the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Mission Trace (the "Third Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28 day of August, 2012.

WITNESSES:


Print Name: Patricia A. Brown

Print Name: Carol Warner

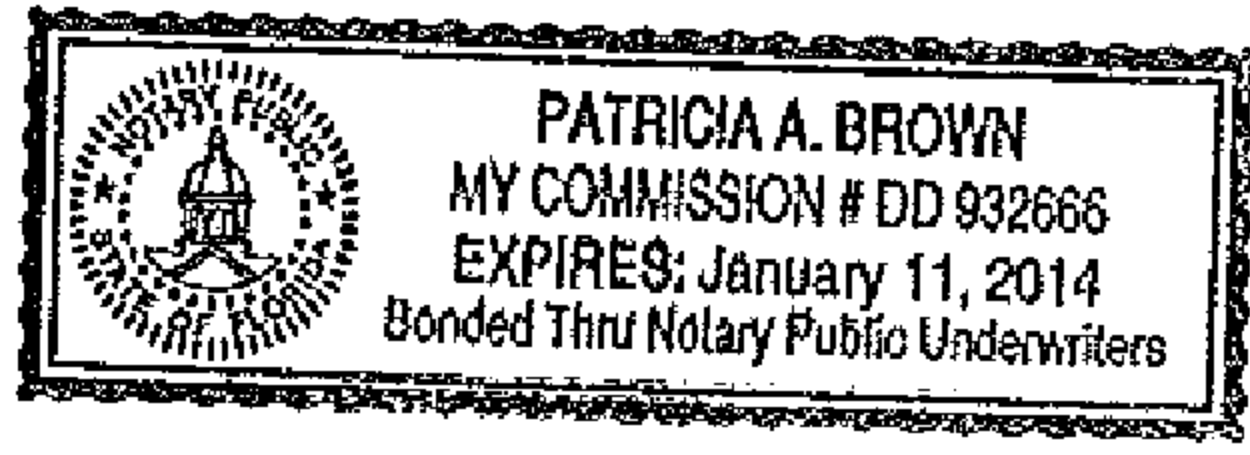
MISSION TRACE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

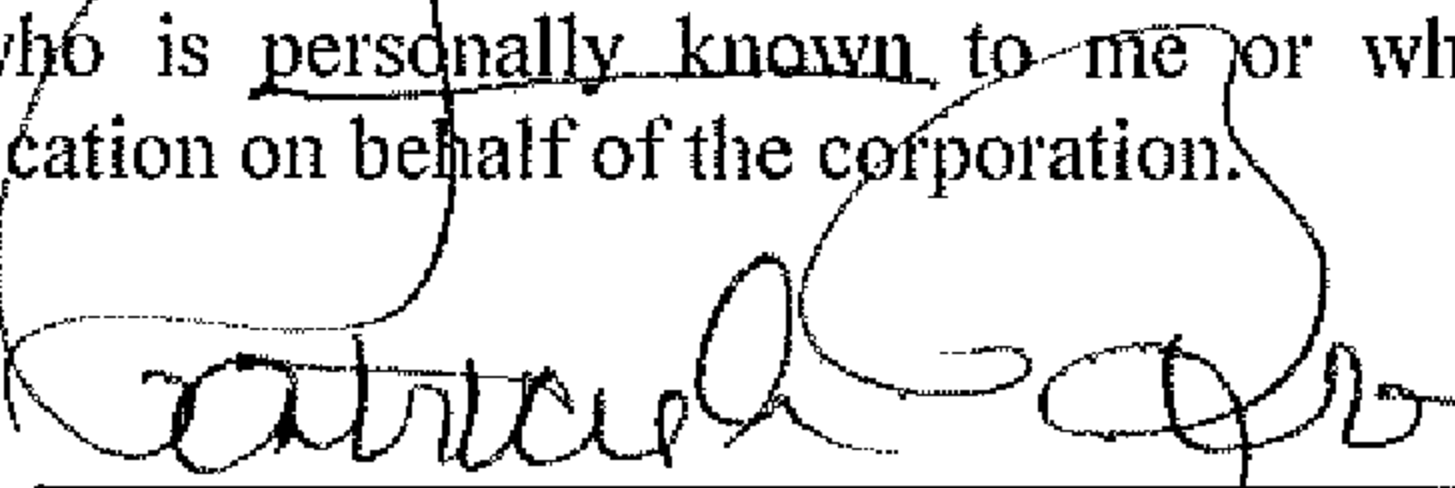
By: 
Name: Linda J. Richardson
Title: President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing was acknowledged before me this 28 day of August 2012 by Linda J. Richardson as President of MISSION TRACE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.




NOTARY PUBLIC, State of Florida at Large
Print name: _____

My Commission Expires: _____