

**PREPARED BY AND TO BE RETURNED TO:**

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Carlton Fields Jordan Burt, P.A.  
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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
TOMOKA PINES**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOMOKA PINES** ("Amendment") is made as of the date noted hereinafter by **KB HOME JACKSONVILLE LLC**, a Delaware limited liability company ("KB").

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions for Tomoka Pines was recorded in Official Records Book 4504, Page 685, public records of St. Johns County, Florida as has been or may have been amended and supplemented from time to time (collectively, the "Declaration"); and

**WHEREAS**, KB is the Declarant under the Declaration; and

**WHEREAS**, pursuant to Section 15.2.1 of the Declaration, Declarant has the right to amend the Declaration without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property; and

**WHEREAS**, KB has not conveyed 90% of the Lots on the Property as of the effective date hereof; and

**WHEREAS**, KB now desires to undertake certain amendments to the Declaration, as more particularly described hereinafter;

**NOW, THEREFORE**, KB, based upon its exercise of Declarant rights, hereby states as follows (CODING: where applicable, double-underlined text has been added and ~~strikeout-text~~ has been deleted)::

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter.

2. Defined terms in this Amendment shall have the meaning set forth in the Declaration, unless specifically defined in this Amendment to the contrary.

3. Section 8.18 of the Declaration is hereby amended to read as follows:

8.18 Initial Funding of Working Capital Fund. At the time the initial sale of each Lot is closed, the purchaser of the Lot shall pay to the Association an "Initial Working Capital Fund Payment" in an amount not to exceed \$300.00 ~~\$250.00~~. This sum shall be used and applied for start up costs and as a working capital fund in connection with all initial operating expenses for the Association. This payment shall not be refundable or applied as a credit against the Homeowner's payment of Assessments. The amount of the Initial Working Capital Contribution

shall be specified in the purchase contract between Declarant and the purchaser.

4. Except as modified by this Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, KB has caused this Amendment to be executed by its authorized representative and affixed its corporate seal as of this 16th day of May, 2018.

**DECLARANT:**

KB HOME JACKSONVILLE LLC, a Delaware limited liability company

By: [Signature]  
Wes Hinton, Vice President

**WITNESSES:**

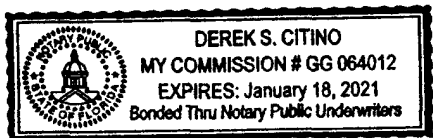
Name: [Signature]  
Print Name: Mikel Denton

Name: [Signature]  
Print Name: Derek Citino

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by Wes Hinton, as Vice President of KB Home Jacksonville LLC, a Delaware limited liability company, who  personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:  
(AFFIX NOTARY SEAL)



[Signature]  
(Signature)

Name: Derek S. Citino  
(Legibly Printed)  
Notary Public, State of Florida

GG 064012  
(Commission Number, if any)