

PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO
DECLARATION FOR AMHURST OAKS**

THIS FIRST AMENDMENT TO DECLARATION FOR AMHURST OAKS (this "**First Amendment**") is made by SLV AMHURST OAKS, L.L.C., a Delaware limited liability company (the "**Developer**").

RECITALS

A. Developer, by virtue of that certain "Assignment of Developer's Rights Amhurst Oaks," recorded in Official Records Book 1663, Page 420, Public Records of Nassau County, Florida, is the "**Developer**" under that certain Declaration for Amhurst Oaks, recorded in Official Records Book 1441, Page 1194, Public Records of Nassau County, Florida (the "**Declaration**").

B. Paragraph 4.3 of the Declaration provides that, prior to the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

NOW THEREFORE, the Developer hereby desires to amend the Declaration as set forth herein.

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 First Amendment.
2. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First 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, except that the following defined term is hereby added as follows:

"Resale Contribution" shall have the meaning as set forth in Section 14.22.

4. Section 14.11 of the Declaration is hereby amended as follows:

14.11 Initial Capital Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from the Developer to the purchaser shall pay to ~~Developer~~ Association an initial capital contribution in the amount of one (1) year Assessments (the "Initial Capital Contribution"). The funds derived from the Initial Contributions shall be used at the discretion of the ~~Developer~~ Board for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs.

5. Section 14.22 is hereby added to the Declaration in its entirety as follows:

14.22 Resale Contribution. After the Home has been conveyed by Developer there shall be a recurring assessment payable to the Association upon all succeeding conveyances of a Home. There shall be collected upon every conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Seven Hundred Fifty and no/100 Dollars (\$750.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Developer. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

6. This First Amendment shall be a covenant running with the land.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Developer, has caused this First Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this 3rd day of October, 2011.

WITNESSES:

"DEVELOPER"

SLV AMHURST OAKS, L.L.C., a
Delaware limited liability company

Candice Smith

Print Name: Candice Smith

Lori Joyce

Print Name: Lori Joyce

By: [Signature]

Name: Mike Moser

Title: Authorized Signatory

Date: 10-3-11

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 3rd day of October, 2011, by Mike Moser, Authorized Signatory of SLV AMHURST OAKS, L.L.C., a Delaware limited liability company. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.



CANDICE N. SMITH
MY COMMISSION # DD 944686
EXPIRES: February 14, 2014
Bonded Thru Budget Notary Services

Candice N. Smith

Notary Public

Print Name: Candice N. Smith

My Commission Expires: 2-14-14