

This Instrument Prepared by and Return to:

Sandra E. Krumbein Sadv, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, Florida 33301

*Cross Reference to Bridgewater Declaration Recorded in Official
Records Book 5394, Page 401, et seq., of the Public Records of St.
Johns County, Florida*

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**DECLARANT’S AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR BRIDGEWATER**

This instrument (“Amendment”) is made as of this 7th day of March, 2023, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (“Declarant”), having an office located at 4220 Race Track Road, St. Johns, Florida 32259, and joined in by BRIDGEWATER TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (“Association”), whose principal office is located at c/o Forestar (USA) Real Estate Group Inc., 14785 Old St. Augustine Road, Suite 300, Jacksonville, Florida 32258.

WHEREAS, Declarant has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater, recorded in Official Records Book 5394, Page 401, as supplemented by that certain Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater, recorded in Official Records Book 5447, Page 162, as amended by that certain Declarant’s Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater, recorded in Official Records Book 5514, Page 1187, as further amended by that certain Declarant’s Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater, recorded in Official Records Book 5540, Page 1071, and as further amended by that certain Declarant’s Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater, recorded in Official Records Book 5632, Page 66, as may be further supplemented and amended (collectively, hereinafter referred to as the “Declaration”), all of the Public Records of St. Johns County (“County”), Florida; and

WHEREAS, the Declaration provides in Section 13.8.1 that, among other things, until the “Turnover Date,” all amendments or modifications shall only be made by Declarant without the requirement of the Association’s consent or the consent of the “Owners” so long as such amendments do not materially impair the common plan of development of “Bridgewater” (all such terms as defined in the Declaration); and

WHEREAS, Section 13.8.1 of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment and that no amendment shall impair the rights and privileges of a "Participating Builder(s)" (as such term is defined in the Declaration) or adversely affect a Participating Builder(s) without the prior written consent of the Participating Builder(s); and

WHEREAS, Declarant desires to amend the Declaration with regard to certain matters contained in the Declaration; and

WHEREAS, Declarant requests the joinder and consent of the Association; and

WHEREAS, the Turnover Date has not occurred as of the date first above written; and

WHEREAS, Declarant's amendments do not materially impair the common plan of development of Bridgewater, nor do they impair the rights and privileges or adversely affect a Participating Builder(s).

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows (underlining indicates additions and ~~struck-through~~ type indicates deletions):

1. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. Section 9.1.2 of the Declaration is hereby amended as follows:

9.1.2 The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area and the Lots. Notwithstanding the foregoing, in the event an Owner installs fencing in the Backyard Area of the Owner's Lot as provided herein and the Association cannot access the Backyard Area of the Owner's Lot as a result of said fencing, the Owner of the Lot rather than the Association shall operate, maintain, repair and replace the irrigation system constructed over the applicable Lot, including, without limitation, any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof.

3. Section 9.1.3 of the Declaration is hereby amended as follows:

9.1.3 The Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot (with the exception of the landscaping and grassed area encompassed within the Backyard Area of a Lot which such maintenance and care shall be performed by the Owner of such Lot) so that, at a minimum, the initial landscaping for the Lot provided by Declarant or Participating Builder shall be maintained in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If an Owner plants trees and/or landscaping on his or her Lot (with the prior written consent of the ARB), such Owner shall be responsible for the maintenance, repair and replacement of same.

4. Section 10.15 of the Declaration is hereby amended as follows:

10.15 Fences and Walls. No fences or walls are permitted except fences and walls constructed or installed by Declarant and/or a Participating Builder or fences or walls approved by the ARB. With the exception of Declarant and/or Participating Builder installed fencing, the following restrictions shall apply to any fencing by Owners in Bridgewater: (a) fencing in all instances shall require the prior written approval by the ARB; (b) only black flat top aluminum open picket fencing shall be permitted; (c) gates, a minimum of four (4) foot wide, and at least six feet (6') from the rear property line are required to allow access of lawn maintenance and other equipment in said Lot as well as any adjacent side Lot; (d) Owners shall maintain fencing they install on their Lot in good order, condition, and repair; and (e) Owners shall pay for any alteration to the irrigation system constructed over their Lot required to accommodate their fencing installation. Notwithstanding anything to the contrary herein, Owners shall not be permitted to install fencing on the following Lots given the location of these Lots in Bridgewater: (i) Lots 9 through 24, inclusive, and Lot 164, of BRIDGEWATER PHASE 1A, according to the plat thereof, as recorded in Plat Book 111, Page 1 of the Public Records of the County, and (ii) Lot 214, and Lots 223 through 226, inclusive, of BRIDGEWATER PHASE 1B-1C, according to the plat thereof, as recorded in Plat Book 112, Page 20 of the Public Records of the County. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost

and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required.

5. This Amendment shall become effective upon recording amongst the Public Records of the County.

6. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the date set forth above.

WITNESSES AS TO DECLARANT:

DECLARANT:

[Signature]
Print Name Beth A. Grossman

[Signature]
Print Name Beth A. Grossman

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: [Signature]
Name: Sarah Wicker
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Duval) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of March, 2023, by Sarah Wicker as Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of the corporation. She is personally known to me or () has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida
Print Name: Heather Brady
Commission No.: GG 344755
My Commission Expires: 08/13/2023

[Signature Continues on Following Page]

The Association is joining in this Amendment to expressly acknowledge the terms and conditions thereof.

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

BRIDGEWATER TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

[Signature]
Print Name Beth Grossman

By: [Signature]
Name: Beth Grossman
Title: President

[Signature]
Print Name Mikel Denton

STATE OF FLORIDA)
) SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of March, 2023, by Beth Grossman as President of BRIDGEWATER TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. She is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida
Print Name: Heather Brady
Commission No.: 66344755
My Commission Expires: 06/13/2023