

Upon recording, return to:
Melissa VanSickle Hornsby
Senior Counsel
The St. Joe Company
3800 Esplanade Way, Ste. 330
Tallahassee, Florida 32311

Cross-Reference: Declaration: Book 3513
Page 561

**FIRST AMENDMENT TO THE
AMENDED, RESTATED AND INTEGRATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS AND COMMUNITY COVENANT
FOR
THE SOUTHWOOD RESIDENTIAL COMMUNITY**

THIS FIRST AMENDMENT TO THE AMENDED, RESTATED AND INTEGRATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND COMMUNITY COVENANT FOR THE SOUTHWOOD RESIDENTIAL COMMUNITY ("**First Amendment**") is made as of the date set forth below by The St. Joe Company, a Florida corporation ("**Declarant**").

WITNESSETH

WHEREAS, on May 25, 2006, Declarant recorded that certain Amended, Restated and Integrated Declaration of Covenants, Conditions, and Restrictions and Community Covenant for the Southwood Residential Community in Deed Book 3513, Page 561, *et seq.*, of the Official Records of Leon County, Florida (as amended and supplemented from time to time, the "**Declaration**"); and

WHEREAS, pursuant to Section 22.1 of the Declaration, during the Class "B" Control Period, Declarant may unilaterally amend the Declaration for any purpose; and

WHEREAS, the Class "B" Control Period has not expired or been terminated; and

WHEREAS, Declarant desires to amend the Declaration in the manner set forth herein;

NOW, THEREFORE, pursuant to Declarant's reserved authority, Declarant hereby amends the Declaration as follows:

129966-First Amendment to Amended and Restated SouthWood Residential Covenants, Conditions and Restrictions



1.

Section 6.4(b) of the Declaration is hereby amended by deleting such Section in its entirety and substituting the following therefor:

6.4. Neighborhoods and Neighborhood Representatives.

(b) Neighborhood Representatives. Subject to the procedures outlined below, the Class "A" Members within each Neighborhood shall elect a Neighborhood Representative to represent the Neighborhood and to cast the Class "A" Member votes within the Neighborhood. Each Neighborhood Representative shall be an Owner in good standing of a Lot in the Neighborhood he or she represents. Each Neighborhood Representative shall serve a two-year term; provided, in order to provide for Neighborhood Representative elections to coincide with the Association's annual meeting or to otherwise occur collectively at a desired time during the year, the Board may, but shall not be obligated to, extend or reduce the term of a Neighborhood Representative accordingly. Neighborhood Representatives may serve no more than two consecutive terms.

Declarant shall appoint the initial Neighborhood Representative from each Neighborhood and shall commence appointing Neighborhood Representatives no later than at such time as 25% of the Lots anticipated for the Residential Community under the Master Plan have been conveyed to Class "A" Members other than Builders; provided, a Neighborhood Representative need not be appointed for a Neighborhood prior to the time that 25% of the Lots anticipated for such Neighborhood have been conveyed to Class "A" Members other than Builders. After the initial Neighborhood Representative is appointed from a Neighborhood, successor Neighborhood Representatives from the Neighborhood shall be elected by a vote of the Class "A" Members owning Lots within the Neighborhood to succeed the Neighborhood Representative from such Neighborhood whose term is expiring.

For any Neighborhood Representative election, the candidate who receives the greatest number of votes shall be elected. The candidate receiving the next greatest number of votes shall be elected as the alternate Neighborhood Representative and shall act in the Neighborhood Representative's absence.

Votes for Neighborhood Representatives may be cast by written ballots through the mail, by computer (e.g., electronic mail or intranet system), or at a meeting of the Class "A" Members within the Neighborhood, as the Board determines. If the Class "A" Members holding at least 10% of the votes attributable to Lots within any Neighborhood sign a written petition and present it to the Board, the Neighborhood Representative election shall be held at a meeting. Candidates for election as Neighborhood Representatives may be nominated by the Board, a nominating committee the Board appoints, and from the floor during an election meeting, or, in addition or in the alternative, any Person may submit his or her name for consideration.

The presence, in person or by proxy, or the filing of ballots by Class "A" Members representing at least 25% of the total Class "A" votes attributable to Lots in the Neighborhood



shall constitute a quorum at any Neighborhood meeting or election. In the event of a failure to obtain a quorum or if there is a vacancy in such positions for any Neighborhood, the Board may appoint a Neighborhood Representative or alternate Neighborhood Representative to represent the Neighborhood for a new term or the remainder of a vacated term, as applicable.

Any Neighborhood Representative (other than Declarant's appointee) may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the Lots owned by Class "A" Members in the Neighborhood which the Neighborhood Representative represents.

Neighborhood Representatives are subordinate to the Board, and their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in Association governance beyond voting on matters put to a vote of the membership.

2.

Section 8.7(a) of the Declaration is hereby amended by deleting the first paragraph of such Section in its entirety and substituting the following therefor:

8.7. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any Lot, covenants and agrees to pay all assessments authorized in the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of at least 12% per annum or such higher rate as the Board may establish, subject to Florida law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance without prejudice to any right the grantee may have to recover from the prior Owner the amounts paid by the grantee, except that the personal liability of the holder of a first priority Mortgage on the Lot who acquired title to the Lot by foreclosure or deed in lieu of foreclosure for the unpaid assessments that became due before such Mortgagee's acquisition of title shall be limited as and to the extent provided by Florida law.

3.

Section 8.8 of the Declaration is hereby amended by deleting such Section in its entirety and substituting the following therefor:

8.8. Lien for Assessments.

The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to Florida law), and costs of collection (including attorneys' fees). Such lien shall relate back to the date of recording of this



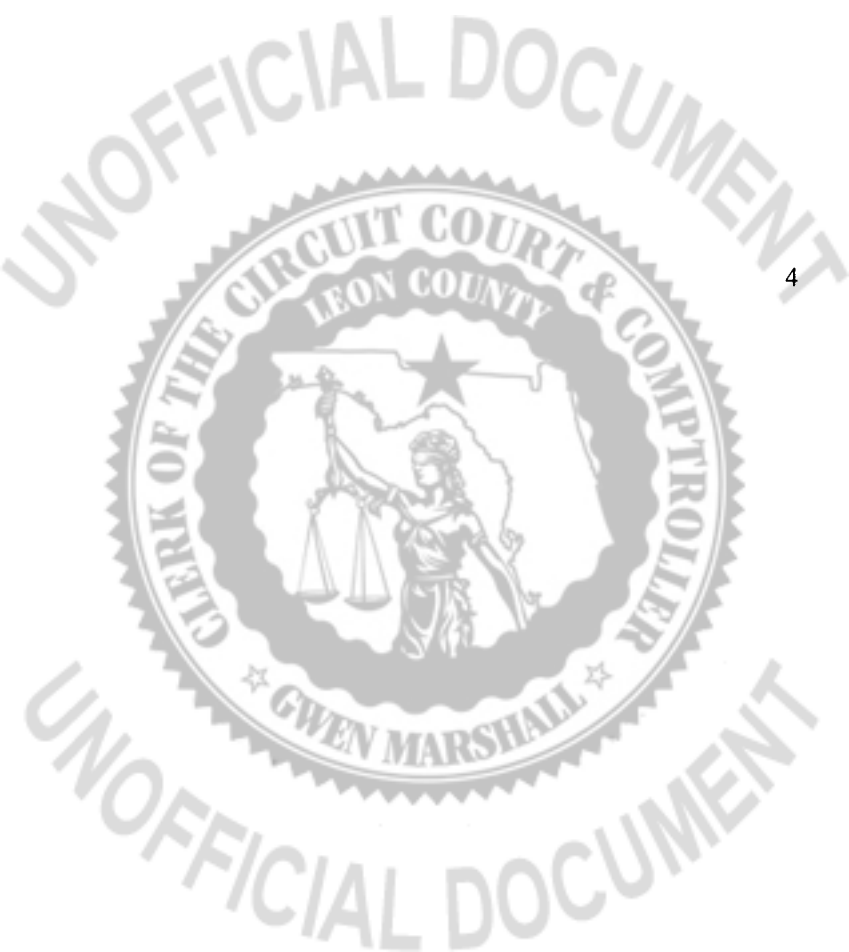
Declaration; however, as to a first priority Mortgage of record against a Lot, the lien is effective from and after recording of a claim of lien against such Lot.

Prior to filing a record or claim of lien or otherwise taking any action to enforce its lien, the Association shall provide the delinquent Owner with written notice or demand for the past due assessments and any other amounts which the Owner owes to the Association pursuant to the Governing Documents and the Association's intent to file a claim of lien and to foreclose such lien in the manner and subject to the time periods provided by Florida law. The notice shall be sent by registered or certified mail, return receipt requested, and by first class mail, to the last address of the Owner reflected in the Association's records and to the address of the Lot, if different from the address in the Association's records. If the Owner's address as reflected in the Association's records is located outside the United States, sending the notice to such address by first class United States mail shall be sufficient.

The Association's lien may be enforced by suit, judgment, and foreclosure in accordance with Florida law. The Association may acquire a Lot in connection with foreclosing its lien and, in such case, may hold, lease, mortgage, and convey the Lot. The Association may also sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments, except that the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage having priority over the Association's lien shall extinguish the lien as to (but not the personal obligation for) any installments of such assessments due prior to the Mortgagee's foreclosure. Any assessments or other charges deemed uncollectible as a result of extinguishment of the Association's lien shall be deemed to be Common Expenses or Neighborhood Expenses, as applicable, collectible from Owners of all Lots subject to assessment under Section 8.6.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.



IN WITNESS WHEREOF, Declarant has executed this First Amendment this 4th day of May, 2009.

DECLARANT: THE ST. JOE COMPANY, a Florida corporation

Witnessed By:

By: Ray Porch
Print Name: Ray Porch

Print Name: Jay Porch

By:

Name: William Wier

Its: VP/Gm

By: Jodie Lafferty
Print Name: Jodie Lafferty

Print Name: Jodie O'Leary

State of Florida)

) SS

County of Leon)

The foregoing instrument was acknowledged before me this 4th day of May, 2009, by Bill Wier, VP & GM of The St. Joe Company, a Florida corporation, on behalf of the corporation. She/He is personally known to me.

By:

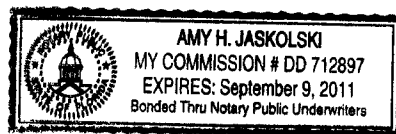
Name: Dr. H. Ashish

Title: Notary Public [NOTARIAL SEAL]

Serial Number, if any: _____

My Commission Expires: _____

5297/Southwood/CADocs/FirstAmendment



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