

Prepared by:
Mark C. Dearing
4220 Race Track Road
St. Johns, FL 32259

**AMENDMENT TO DECLARATION OF COVENANTS,
AND RESTRICTIONS FOR
FREEDOM AT ARBOR MILL**

This instrument ("Amendment") is made as of this 30 day of January, 2020 by D.R. HORTON, INC. – JACKSONVILLE, a Delaware Corporation ("Declarant"), whose principal office is located at 4220 Race Track Road, St. Johns, FL 32259.

WHEREAS, Declarant holds all rights as "Declarant" under that certain Declaration of Covenants and Restrictions for Freedom at Arbor Mill recorded in Official Records Book 18095. Page 2417 of the Public Records of Duval County, Florida (the "Declaration"); and

WHEREAS, Declarant desires to clarify and amend the Supplemental Declaration with regard to certain matters contained therein;

WHEREAS, Pursuant to Article, XIV, Sections 10.3 and 10.4 of the Declaration, Declarant may amend the Declaration to clarify provisions of the Declaration or to correct scrivener's errors or make nonmaterial changes;

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. Article X, Section 1.5 is hereby deleted in its entirety and replaced with the following:

Section 1.5. The Association shall maintain and care for all landscaped and grassed areas and any common irrigation system installed within the Common Area and each Lot (with the exception of any areas which are enclosed by any fence, wall or similar structure or landscaping designed to restrict access to such portion of the Lot, and which does not include available gated access). "Maintenance and care" within the meaning of this Section 1.5 shall include mowing, edging, fertilizing, trimming of trees and landscaping, all to the level of care so that, at a minimum, the initial landscaping for the Lot provided by Developer shall be maintained, or as otherwise deemed appropriate by the Association. If an Owner plants trees and/or landscaping on his or her Lot, such Owner shall be responsible for the maintenance, repair and replacement of same.

Each Owner shall be responsible for the irrigation installed within and serving such Owner's Lot, including maintenance of all irrigation lines, sprinkler heads, timers and all related irrigation equipment located on and servicing a Lot at the Owner's expense. In the

event water from irrigation systems on the watering schedule is insufficient to maintain lawn or landscaping on Lots, Lot Owners shall supplement irrigation watering or hand water. Notwithstanding the foregoing, if for any reason the grass or landscaping on a Lot dies, the Lot Owner shall promptly replace the same at the Lot Owner's sole expense. In no event shall the Association be responsible for replacing any dead or dying grass or other landscaping within the Lot, the maintenance and/or replacement of which shall be performed solely by the Lot Owner at the Lot Owner's sole expense.

4. Article X, Section 2.1 is hereby deleted in its entirety and replace it with the following:

2.1 Except as provided in Section 1 above, each Owner shall maintain and care for the sod, lawns and landscaping which are encompassed within that Owner's Lot, including, without limitation, any irrigation system installed thereon, which is for the sole use and benefit of the Owner's Lot. "Maintenance and care" within the meaning of this Section 2.1 shall include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping and spraying of lawns, all to the level of care deemed appropriate by the Association, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees). The Owner of each Lot must keep and maintain the Lot, the Improvements and the Lot Improvements, including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home which, if omitted, could adversely affect the Subdivision, the Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements, Lot Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation, other than for a common irrigation system, if any), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Each Owner shall be responsible for the irrigation installed within and serving such Owner's Lot, including maintenance of all irrigation lines, sprinkler heads, timers and all related irrigation equipment located on and servicing a Lot at the Owner's expense. In the event water from irrigation systems on the watering schedule is insufficient to maintain lawn or landscaping on Lots, Lot Owners shall supplement irrigation watering or hand water. Notwithstanding the foregoing, if for any reason the grass or landscaping on a Lot dies, the Lot Owner shall promptly replace the same at the Lot Owner's sole expense. In no event shall the Association be responsible for replacing any dead or dying grass or other landscaping within the Lot, the maintenance and/or replacement of which shall be performed solely by the Lot Owner at the Lot Owner's sole expense.

5. This Amendment shall become effective upon recording in the Public Records of Duval County, Florida.

6. The invalidity of any part of this Amendment shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Amendment which shall remain in full force and effect.

7. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Except as expressly modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

SIGNATURE PAGES TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered
In the presence of

D.R. HORTON, INC. - JACKSONVILLE

[Signature]
Print Name: Deborah McClure

By: [Signature]
Philip A. Fremento, Vice President

[Signature]
Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 20 day of January, 2020, by Philip A. Fremento, Vice President of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the company, and who is personally known to me.



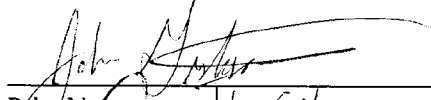
DEBORAH E. MCCLURE
MY COMMISSION # GG 009987
EXPIRES: July 10, 2020
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State and County Aforesaid
Print Name: Deborah E. McClure
My commission expires: _____
Commission No.: _____

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

Signed, sealed and delivered
In the presence of

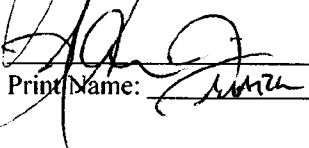
**FREEDOM AT ARBOR MILL HOMEOWNERS
ASSOCIATION, INC.**



Print Name: John C. Skiba

By: 

Deborah E. McClure, President



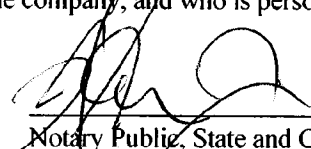
Print Name: Mark Dearing

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 20th
day of January, 2020, by Deborah E. McClure, President of Freedom at Arbor Mill Homeowners
Association, Inc., a Florida not-for-profit, on behalf of the company, and who is personally known to me.



Mark Dearing
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG176164
Expires 2/11/2022



Notary Public, State and County Aforesaid
Print Name: Mark C. Dearing
My commission expires: _____
Commission No.: _____