

Prepared by:

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101 East Kennedy Boulevard  
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Tampa, Florida 33602

Instrument Cross Reference: O.R.B. 1979, Page 2983  
O.R.B 2427, Page 71

**FIRST AMENDMENT TO**  
**ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS**

THIS FIRST AMENDMENT TO ASSIGNMENT OF DECLARANT'S RIGHTS (the "First Amendment") is made effective as of August 22, 2012 (the "Effective Date"), by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Assignor"), to and in favor of CARGOR CM PROPERTY INVESTMENTS, INC., a Florida corporation (including its successors and assigns, "Assignee").

**RECITALS:**

A. Assignor was the "Declarant" of that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for River Plantation recorded in Official Records Book 1979, at Page 2983, of the Public Records of Manatee County, Florida, as amended (collectively, the "Declaration").

B. Assignor transferred and conveyed to Assignee all of the remaining undeveloped lots within the River Plantation development that is the subject of the Declaration, and as part thereof, Assignor assigned to Assignee, and Assignee accepted, an assignment of all of the rights, covenants and obligations of Declarant as set forth in the Declaration, subject to the terms and conditions set forth in that certain Assignment and Assumption of Declarant's Rights dated June 29, 2012 recorded in Official Records Book 2427, at Page 71, of the aforesaid records (the "Assignment").

C. The Assignment contained an error that the parties desire to correct, effective as of the Effective Date.

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. Recitals. The foregoing recitals are true and correct and are incorporated by this reference. Unless otherwise defined, all capitalized terms used in this First Amendment shall

have the same meaning as ascribed in the Assignment. Except as amended hereby, the Assignment remains in full force and effect.

2. Amendment to Paragraph 4 of the Assignment. Paragraph 4 of the Assignment is hereby deleted in its entirety and replaced with the following:

"4. Assignee hereby agrees that it will not (without the prior written consent of Assignor, which consent shall not be unreasonably withheld), nor will it allow any of the directors or officers appointed to the Association by Assignee, its successors or assigns: (i) amend the Declaration, or (ii) allow the Association to enter into a contract or agreement that is not terminable by the Association on thirty (30) days, or less, prior notice without the payment of any termination fee, penalty or sum for liquidated damages. In addition the foregoing, Assignee hereby agrees to provide Assignor with notice (but not approval rights) in the event that (i) the Association replaces the Association's management company, (ii) the Association replaces any major contractor of the Association, and/or (iii) the Association adopts a new annual budget or revises an annual budget previously adopted by the Association. The preceding shall survive Closing until such time as the Note is satisfied and paid in full after which time the consent and notices requirements provided herein shall be null and void and of no further force or effect."

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together, shall constitute one and the same instrument.

(Signature Pages Follow)



(SIGNATURE PAGE TO FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS)

IN WITNESS WHEREOF, Assignor and Assignee have caused this First Amendment to be executed as of the day and year first above written.

ASSIGNOR:

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

By: [Signature]  
Michael Quinley, Executive Vice President

Witnesses:

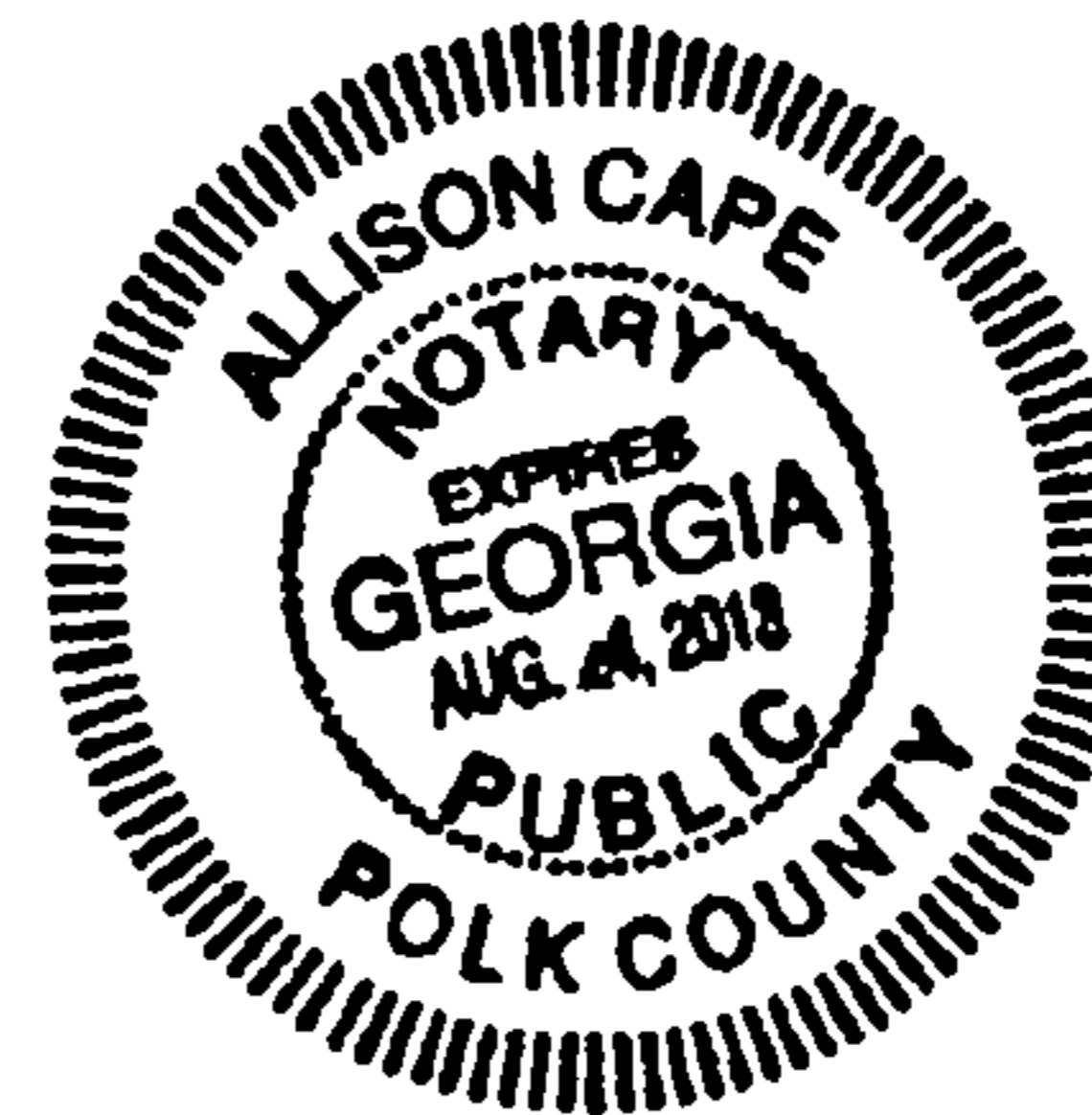
[Signature]  
Print Name: Shane Alderman  
[Signature]  
Print Name: Denise Arredondo

STATE OF GEORGIA  
COUNTY OF COBB

The foregoing instrument was acknowledged before me on August 22, 2012, by Michael Quinley, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of the company. Such officer is personally known to me or has produced a valid driver's license as identification.

Allison Cape  
Notary Public

[Notary Seal]




(SIGNATURE PAGE TO FIRST AMENDMENT TO ASSIGNMENT AND  
ASSUMPTION OF DECLARANT'S RIGHTS)

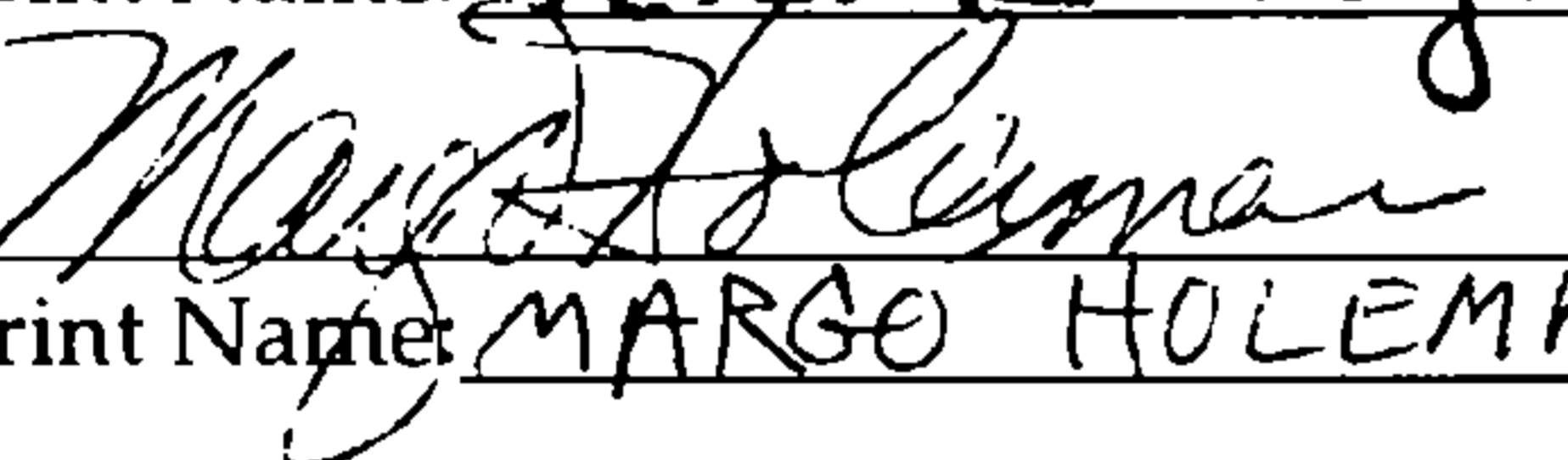
IN WITNESS WHEREOF, Assignor and Assignee have caused this First Amendment to  
be executed as of the day and year first above written.

ASSIGNEE:

CARGOR CM PROPERTY INVESTMENTS,  
INC., a Florida corporation

Witnesses:

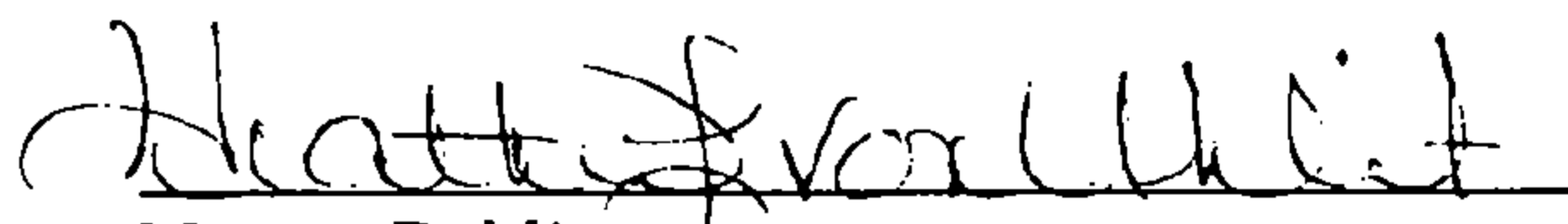
  
Print Name: Peter R. Logan

  
Print Name: MARGO HOLEMAN

By:   
Carlos Beruff, its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on Aug. 30, 2012, by Carlos Beruff, as President of CARGOR CM PROPERTY INVESTMENTS, INC., a Florida corporation, on behalf of the company. Such person is personally known to me or has produced a valid driver's license as identification.

  
Notary Public

[Notary Seal]

