

File # 2010061300, OR BK 3284 Page 2317, Recorded 11/19/2010 at 01:26 PM,  
 Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk DL Trans # 1012650

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Upon recording, return to:  
 Ken Borick  
 The St. Joe Company  
 133 South WaterSound Parkway  
 WaterSound, FL 32413

Cross- Reference: Charter: Book 2377  
 Page 2312

**FIRST AMENDMENT TO THE COMMUNITY CHARTER  
 OF**

**RIVERCAMPS ON CROOKED CREEK**

THIS FIRST AMENDMENT TO THE COMMUNITY CHARTER FOR RIVERCAMPS ON CROOKED CREEK (the "First Amendment") is made this 25<sup>th</sup> day of October 2010, by St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company ("Founder").

**WITNESSETH**

**WHEREAS**, on December 19, 2003 Founder recorded that Community Charter for RiverCamps on Crooked Creek in Office Records Book 2377, Page 2312 et seq., of the Official Records of Bay County, Florida (as may be amended and supplemented from time to time, the "Charter"); and

**WHEREAS**, pursuant to Section 21.2 of the Charter, until termination of the Founder Control Period, Founder may unilaterally amend the Charter for any purpose; and

**WHEREAS**, the Founder control period has not expired or been terminated; and

**WHEREAS**, Founder desires to amend the Charter.

**NOW, THEREFORE**, pursuant to Founder's reserved authority, Founder hereby amends the Charter as follows:

1. The above recitals are incorporated herein as true and correct and undefined terms shall have the same meaning as set out in the Charter.
2. The following changes are hereby made to the first paragraph of **Section 12.7 (a)** of the Charter (the change is underlined):

Section 12.7 (a) *Existence of Lien*. The Association shall have a lien against each Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys fees and expenses). Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Unit except as may be otherwise set forth in this Section 12.7.

3. The following changes are hereby made to **Section 12.7 (c)** of the Charter (the additions are underlined and the deletions are struck through):

Section 12.7 (c) *Effect of Sale or Transfer*. Sale or transfer of any Unit shall not affect the assessment lien or relieve any Unit from the lien for any subsequent assessment. However, the sale or transfer of any Unit pursuant to foreclosure or deed in lieu of foreclosure (hereinafter "Foreclosure") ~~by of the first Mortgage mortgagee~~ shall extinguish the lien as to any installments of such assessments due prior to the Foreclosure Mortgagee's foreclosure ~~except to the extent Florida law permits the Association assessment lien to survive Foreclosure.~~ The subsequent Owner of the foreclosed Unit grantee of the Unit under a Foreclosure (the "Foreclosure Grantee") shall not be personally liable for assessments on such Unit due prior to such acquisition of title Foreclosure other than any amounts which survive Foreclosure under Florida law. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 12.5, including such acquirer, its successors and assigns. The Foreclosure Grantee, including the first mortgagee, shall be jointly and severally liable with the previous owner for any assessments which survive Foreclosure and that came due on such Unit up to the time of transfer of title to the extent permitted by Florida law. Foreclosure Grantee's obligations hereunder are without prejudice to any right the Foreclosure Grantee may have to recover from the previous owner the amounts paid hereunder by Foreclosure Grantee. The person or entity acquiring title, including Foreclosure Grantee, shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount owed when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

4. Except as amended herein, all terms, covenants and restrictions of the Charter shall remain in full force and effect.

OR BK 3284 PG 2319

IN WITNESS WHEREOF, Founder has executed this First Amendment the day and year first above written.

**FOUNDER:**

**St. Joe Timberland Company of Delaware, LLC**, a Delaware limited liability company

Witnesses:

*Erin Chekani*  
Print Name: Erin Chekani

*Lynne Lewis*  
Print Name: LYNNE LEWIS

By: *Tom Spence*  
Print Name: TOM SPENCE  
Its: SR. VP. General Mgr. - RESIDENTIAL

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2010, by TOM SPENCE, as SR VP. General Mgr. - RESIDENTIAL of St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company, on behalf of said company, who (☒) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

*Lynne Lewis*

Notary Public

Print Name: LYNNE LEWIS

My Commission Expires: \_\_\_\_\_

