

Prepared by and Return to:
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Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
HAWTHORN AT BARTRAM PARK**

THIS AMENDMENT is made this 23rd day of January, 2008, by **PULTE HOME CORPORATION**, a Michigan corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Hawthorn at Bartram Park ("Declaration"), recorded in Official Records Book 12745, page 245 of the public records of Duval County, Florida.

B. Pursuant to the provisions of Article 18.8 of the Declaration, the Developer has the authority, so long as it owns any of the Property as defined under the Declaration, to amend the Declaration to clarify a provision of the Declaration or to correct a scrivener's error in the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. Due to a recording error, page 19 of the Declaration was inadvertently not recorded with the Declaration. Page 19 of the Declaration is attached hereto as Exhibit "A" and is hereby made a part of the Declaration.
4. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

[Signatures are on following page]

This Amendment to the Declaration of Covenants has been duly executed on this 23rd day of January, 2008.

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Print Name: Shawn Budd
Its: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of January, 2008, by Shawn Budd, as attorney-in-fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is personally known to me or who produced _____ as identification.



Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Tray Farm Insurance Inc 600-365-7019

Tiffany W. Mills
Print Name Tiffany W. Mills
Notary Public State of Florida
My commission expires: Nov. 26, 2010
Commission Number DD617178

[SEAL]

Exhibit "A"

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built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(5) If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

(6) Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(7) Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence and door bell light bulbs as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

(8) In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any desired pest and/or nuisance control in and around the Residence.

(9) All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

(10) Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

(11) Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence. Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.