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EXHIBIT "A"

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC. was made this [] day of September, 2009 by RIVER OAKS AT TEN MILE CREEK, LLC, a Florida limited liability company ("DECLARANT").

RECITALS

WHEREAS, Declarant recorded that certain Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. in Official Records Book 2626, Page 710, Public Records of St. Lucie County, Florida (the "Original Declaration") under the terms of which Declarant subjected that certain property described in Exhibit "E" to the Declaration; and

WHEREAS, under Article Section 11.1 of the Original Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose prior to transition of Association control; and

WHEREAS, to date the Declarant has not transitioned control of the Association to non-developer members of the Association; and

WHEREAS, Declarant desires to amend the Original Declaration as provided in this First Amendment to the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends Article 9 of the Original Declaration to add a new Section 9.1.10, which shall read as follows:

9.1.10. Association's Power to Demand and Collect Rents. Any lease of a unit shall, as a condition of such lease and by operation of this Section, be deemed to include an assignment by the Owner to the Association of the Owner's right to demand and collect rent payments from the leased unit directly from the tenant, if the Owner becomes delinquent for more than sixty (60) days in the payment of any general or special assessments due the Association. Once the right to demand and collect rents is so assigned to the Association, such assignment shall continue until the Owner has paid all delinquent assessments, late charges, accrued interest and any attorneys' fees that are due and owing to the Association. A tenant, who remits rent payments to the Association upon receipt of a written demand given pursuant to this Section, shall not be subject to eviction by any action taken by the Owner and compliance with this Section 9.1.10 by a tenant shall constitute a complete defense to an eviction action instituted by the Owner for alleged non-payment of rent. If a tenant fails to remit rent payments to the Association pursuant to a demand made in accordance with this Section, then the Association, in its own name and as the agent of the Owner, shall have the right to have the tenant and all other occupants removed from the unit by an injunction action or any other action permitted under the law or in this Declaration.

This instrument prepared by and return to:
James N. Krivok, Esquire
DICKER, KRIVOK & STOLOFF, PA
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER OAKS AT TEN MILE CREEK HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Article 11.1 of the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. permits the Declarant to amend the Declaration without membership approval, and that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the Declarant as an Amendment to the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. The original Declaration is recorded in Official Records Book 2626, Page 710 of the Public Records of St. Lucie County, Florida.

DATED this 15th day of September, 2009.

Signed, sealed and delivered

[Signature]
MICHAEL SCOTTS
[Signature]
MICHAEL SCOTTS

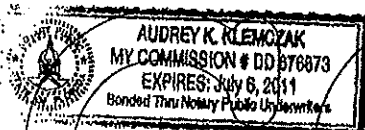
RIVER OAKS AT TEN MILE CREEK
HOMEOWNERS ASSOCIATION, INC.

By: [Signature] President
Attest: [Signature] Secretary

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 15th day of SEPTEMBER, 2009, by JOHN CHERUBINI and LOO HUSSEY, as President and Secretary of River Oaks at Ten Mile Creek Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.

[SEAL]



[Signature]
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires: