

AMENDMENT TO COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This AMENDMENT is entered into this ___ day of _____, 2011, by and between the RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (“DISTRICT”), and the RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (“ASSOCIATION”).

WHEREAS, the District and the Association have previously entered into a Community Development District Systems and Facilities Operations and Maintenance Agreement, dated May 18, 2010 (“MAINTENANCE AGREEMENT”), which by its terms will terminate on September 30, 2011; and

WHEREAS, the District and the Association now wish to extend the term of the Maintenance Agreement to September 30, 2014.

NOW, therefore, District and Association hereby agree as follows:

Paragraph 6 of the Maintenance Agreement is hereby amended to read in its entirety as follows:

6. Term of Agreement. Unless terminated in accordance with the terms provided herein, this Agreement shall remain in effect for a term commencing on the Effective Date of this Agreement and continuing through and including September 30, 2014. The Association shall not enter into any agreement or contract with any vendors or contractors or anyone else relative to carrying out any of the responsibilities of the Association under this Agreement that would extend beyond the term of this Agreement. It is the intent of the parties that the Association will engage in competitive solicitation of the landscape maintenance contract for Association and District common areas prior to the District granting an extension of this Agreement beyond the September 30, 2014 termination date. Either party may terminate this Agreement without cause at any time upon providing a minimum of sixty (60) days written notice to the other party.

The remaining terms of the Maintenance Agreement shall remain in full force and effect, but the provisions of this Amendment shall control to the extent of any conflict.

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year written above.

“DISTRICT”

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, a unit of local government formed pursuant to Chapter 190, Florida Statutes

Attest:
By: _____
Print Name: Calvin Teague
As its: Secretary

By: _____
Print Name: Walt Powers
As its: Chairman, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF CHARLOTTE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Walt Powers, Chairman of Riverwood Community Development District, a unit of local government formed pursuant to Chapter 190, Florida Statutes, who [] is personally known to me or who [] has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC Signature
Print Name: _____
My Commission Expires: _____

“ASSOCIATION”

**RIVERWOOD COMMUNITY
ASSOCIATION, INC.**, a Florida not-for-profit corporation

Witnesses:

Signature

Print Name

By: _____
Name: _____
Title: _____

Signature

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of Riverwood Community Association, Inc., a Florida not-for-profit corporation, who [] is personally known to me or who [] has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC Signature
Print Name: _____
My Commission Expires: _____