

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

This SECOND AMENDMENT is entered into this 19th day of JUNE, 2012, 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"); and

WHEREAS, the District and Association previously entered into an Amendment to Community Development District Systems and Facilities Operations and Maintenance Agreement, dated June 9, 2011, which amended Paragraph 6 of the Maintenance Agreement in order to extend its term; and

WHEREAS, the District and the Association now wish to amend the Maintenance Agreement to update the terms between the parties.

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

Paragraph 5 of the Maintenance Agreement is hereby amended to read in its entirety as follows:

5. Consideration. By partnering to provide for the consolidation of services, where appropriate, and the minimization of administrative costs, the District and the Association seek to reduce the costs of both entities. As additional consideration for the provision of the Services by the Association under this Agreement, the District shall provide the Association with reclaimed water, at no cost, which reclaimed water may be used only to irrigate common areas which are owned by the Association or have been dedicated to the Association, and which are located within the boundaries of the District. The provision of reclaimed water under such terms also relieves the District of significant capital and administrative costs associated with metering common areas throughout the District.

The remaining terms of the Maintenance Agreement shall remain in full force and effect, but the provisions of this Second 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.

[SIGNATURES ON FOLLOWING PAGE]

“DISTRICT”

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

Attest: [Signature]
By: _____
Print Name: Calvin Teague
As its: Secretary

By: [Signature]
Print Name: Robert Marshall
As its: Chairman, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF CHARLOTTE**

The foregoing instrument was acknowledged before me this 19th day of June, 2012, by Robert Marshall, 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.

[Signature]
NOTARY PUBLIC Signature
Print Name: Angela Louchart
My Commission Expires: 11/4/2012

NOTARY SEAL



“ASSOCIATION”

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

By: [Signature]

Name: Dale Bertsch

Title: Riverwood Community Association
Board - President

Witnesses:

[Signature]
Signature
Cheryl Dukarski
Print Name

[Signature]
Signature
Bob Slocum
Print Name

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 23rd day of May, 2012,
by Dale Bertsch, as President of Riverwood Community Association, Inc., a
Florida not-for-profit corporation, who [] is personally known to me or who [] has produced
NA as identification.

NOTARY SEAL



Suzanne L. Bergeron
NOTARY PUBLIC Signature
Print Name: Suzanne L. Bergeron
My Commission Expires: 5/9/16