

Prepared By and To Be Returned To:  
ROBERT S. FREEDMAN, ESQUIRE  
CARLTON, FIELDS, WARD, EMMANUEL,  
SMITH & CUTLER, P.A.  
Post Office Box 3239  
Tampa, Florida 33601-3239

## FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD ("First Amendment") is made by LENNAR HOMES, INC., a Florida corporation ("Lennar").

### WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Lancaster Neighborhood was recorded on April 21, 2000, in Official Records Book 10148, Page 1, public records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Lennar is the Declarant under the Declaration, and pursuant to Section 13.5 of the Declaration has the power to amend the Declaration in the manner provided below; and

WHEREAS, Lennar desires to amend the Declaration to comply with certain requirements of the Southwest Florida Water Management District for permit approval;

NOW, THEREFORE, Lennar, for itself and its successors, grantees and assigns, as Declarant under the Declaration, hereby declares as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein as if fully set forth hereinafter.

2. Section 13.13 of the Declaration is hereby created to read as follows:

13.13 Provisions for Water Management Approval. The following provisions are provided in conjunction with and for the stated purpose of Declarant obtaining approval from the Southwest Florida Water Management District ("SWFWMD") for the development of the Neighborhood:

13.13.1 No construction activities in the Neighborhood shall be conducted relative to any portion of the surface water management system facilities which constitute a part of the Common Areas. Prohibited activities in such regard include, but are not limited to, digging or excavation activities; depositing fill materials, debris or other materials or items; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area (as defined by SWFWMD in its regulations) or a wet detention pond, no vegetation in such areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit for the Neighborhood may be conducted without specific written approval from SWFWMD.

13.13.2 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

13.13.3 If the Association ceases to exist, all of the Owners of Lots shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternative entity assumes responsibility as permitted under SWFWMD rules and regulations.

3. Except to the extent modified herein, the Declaration remains valid and in full force and effect.

4. In the event of a conflict between the terms and provisions of the Declaration and this First Amendment, the terms and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, has caused these presents to be duly executed and its corporate seal affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Name: Anne Duggan  
Print Name: Anne Duggan

By: Robert Ahrens  
Robert Ahrens, Vice President

Name: Emma Calderon  
Print Name: Emma Calderon

(SEAL)

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2000, by Robert Ahrens, as Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, as Declarant hereunder. He either  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires: Mar. 14, 2004

(AFFIX NOTARY SEAL)



Jeanna Escudero  
(Signature)  
Name: Jeanna Escudero  
(Legibly Printed)  
Notary Public, State of Florida  
CC 918263  
(Commission Number, if any)

**JOINDER AND CONSENT**

HANNAH-BARTOLETTA CONSTRUCTION, INC. ("HBC") hereby agrees to the terms and provisions of the First Amendment to Declaration of Covenants, Restrictions and Easements for Lancaster Neighborhood ("First Amendment") to which this instrument is attached. Further, HBC hereby agrees that any portions of the Neighborhood Lands (as defined in the Declaration of Covenants, Restrictions and Easements for Lancaster Neighborhood as recorded in Official Records Book 10148, Page 1, public records of Hillsborough County, Florida) owned by HBC as of the effective date hereof shall be and are subject to the terms and provisions of the First Amendment.

IN WITNESS WHEREOF, HBC has caused these presents to be executed and its corporate seal affixed this 28th day of August, 2000.

**WITNESSES:**

Name: Cheryl Ferris  
Print Name: Cheryl Ferris

Name: [Signature]  
Print Name: James M Bartolotta

HANNAH-BARTOLETTA CONSTRUCTION, INC., a Florida corporation

By: [Signature]  
Name: CHARLES A. HANNAH  
Title: VICE PRESIDENT  
HANNAH-BARTOLETTA CONSTRUCTION, INC.

(SEAL)



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of August, 2000, by Charles A. Hannah, as Vice President of HANNAH-BARTOLETTA CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation.  He/She either  is personally known to me or  has produced as identification:

My Commission Expires:  
(AFFIX NOTARY SEAL)

Gwendolyn C. Pybus  
(Signature)  
Name: Gwendolyn C. Pybus  
(Legibly Printed)  
Notary Public, State of Florida  
CC 932065  
(Commission Number, if any)

Gwendolyn C Pybus  
My Commission CC932065  
Expires April 30, 2004

To Be Returned To:  
Lennar Land Development ✓  
4902 Eisenhower Blvd., #289  
Tampa, FL 33634

11/13/2001 01:45 PM

**INSTR # 2001362971**  
**OR BK 1195 PG 0717**

RECORDED 11/13/2001 01:45 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.  
PATRICIA KIMBALL FLETCHER, P.A.  
DUANE, MORRIS & HECKSCHER LLP  
200 South Biscayne Boulevard  
Suite 3400  
Miami, Florida 33131-2397

**AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD**

THIS AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD ("Second Supplement") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Lennar Land Partners, a Florida limited liability partnership ("LLP").

**RECITALS**

- A. That certain Declaration of Covenants, Restrictions and Easements for Lancaster Neighborhood was recorded in Official Records Book 10148 at Page 0002 of the Public Records of Hillsborough County, Florida, as amended (the "Original Declaration").
- B. The Original Declaration was subsequently amended by that certain Supplemental Declaration of Covenants, Restrictions and Easements for Lancaster Neighborhood recorded in Official Records Book 10655 at Page 0065 of the Public Records of Hillsborough County, Florida (the "First Supplement"). The Original Declaration together with the First Supplement shall hereinafter be referred to as the "Declaration."
- C. Section 2.2 of Article II of the Declaration provides that the Declarant shall have the right to withdraw property from the Declaration on which there is no construction of improvements and which are owned by Declarant, without the consent of the Members, the Association or any mortgages, so that such property will cease to be subject to the provisions of the Declaration and the jurisdiction of the Association, upon the filing in the Public Records of Hillsborough County, Florida, a Supplemental Declaration withdrawing such property.
- D. Section 13.5 of Article XIII of the Declaration provides that the Declarant shall have the right to amend the Declaration as it deems appropriate at any time, in its sole discretion, until the termination of Class B membership (as defined in the Declaration), which date has not yet occurred.
- E. Lennar, as Declarant, desires to withdraw the real property described on Exhibit A attached hereto (the "Withdrawn Property"), from the Neighborhood Lands (as defined in the Declaration) so that such Withdrawn Property will cease to be subject to the provisions of the Declaration and the jurisdiction of the Association.

F. Lennar, as Declarant, further desires to amend the Declaration to correct all references to the identity of the Declarant in the Declaration.

NOW THEREFORE, Lennar hereby declares that every portion of the Withdrawn Property is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Supplement.
- 2. Declarant. All references to Lennar Homes, Inc. as the Declarant in the Declaration are hereby deleted and hereby replaced with "Lennar Land Partners," a Florida limited liability partnership, so that LLP shall hereinafter be the Declarant under the Declaration.
- 3. Withdrawal. All of the property described in Exhibit A attached hereto shall hereinafter cease to comprise part of the Neighborhood Lands and is withdrawn from the Declaration, and is no longer a part of the property described in Exhibit A of the Declaration, and as such, shall cease to be subject to the provisions of the Declaration and the jurisdiction of the Association.
- 4. Conflicts. In the event that there is a conflict between this Second Supplement and the Declaration, this Second Supplement shall control. Whenever possible, this Second Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration has hereunto set its hand and seal this 15<sup>th</sup> day of November, 2001.

WITNESSES:

Erin L. Cissel  
 Print name: ERIN L. CISSEL

John T. Enslow  
 Print name: JOHN T. ENSLOW

LENNAR HOMES, INC., a  
Florida corporation

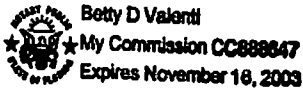
By: [Signature]  
 Name: Rob Ahrens  
 Title: Vice-President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November 2001 by Rob Andrews as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



Betty D. Valenti  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: BETTY D. VALENTI

EXHIBIT A

LOTS 13, 14, 15, 16, 17 AND 18, BLOCK 2 OF TAMPA PALMS AREA 8 PARCEL 23, PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 91 AT PAGE 9 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

