

UPON RECORDING RETURN TO:

Jennifer M. Lawton, Esq.
Broad and Cassel LLP
7777 Glades Road, Suite 300
Boca Raton, FL 33434

ABOVE THIS LINE FOR RECORDER'S USE

SUPPLEMENT AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LINDSFORD NEIGHBORHOOD II

THIS SUPPLEMENT AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINDSFORD NEIGHBORHOOD II (this "Supplement and Amendment") is made this 24th day of January, 2017 by D.R. Horton, Inc., a Delaware corporation ("Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINDSFORD NEIGHBORHOOD II, which was recorded in Official Records of Lee County, Florida as Instrument No. 2016000226496 (as may be amended from time to time, the "Declaration"); and

WHEREAS, the Declarant desires to add the real property described on Exhibit "A" attached hereto and made a part hereof (the "Annex Property") to the terms and conditions of the Declaration in accordance therewith; and

WHEREAS, pursuant to Article II, Section 3(a) of the Declaration, the Declarant may unilaterally annex real property and subject it to the Declaration without the consent of the Members so long as the Declarant is the owner thereof; and

WHEREAS, the Declarant is the owner of the Annex Property and desires to annex the Annex Property and subject it to the terms and conditions of the Declaration as more particularly set forth herein; and
WHEREAS, pursuant to Article II, Section 3(a) of the Declaration, the Declarant may unilaterally annex real property and subject it to the Declaration without the consent of the Members so long as the Declarant is the owner thereof; and

WHEREAS, the Declarant is the owner of the Annex Property and desires to annex the Annex Property and subject it to the terms and conditions of the Declaration as more particularly set forth herein; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Developer desires to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, Declarant declares that the Annex Property is hereby made subject to the operation and effect of the Declaration, pursuant to Article II, Section 3(a) thereof, and that the Annex Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, obligations, charges and liens set forth in the Declaration, as heretofore, hereby and hereafter amended and the defined term "Property" shall hereinafter include the Annex Property.

FURTHER, the Declaration is hereby amended as set forth below

1. The recitals set forth above are true and correct and are incorporated herein by reference. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.
2. Article I, Section 9 is hereby amended to add "Neighborhood Declaration": to the defined term, so that Declaration and Neighborhood Declaration have the meaning ascribed in Section 9.
3. Article I, Section 20 is hereby amended as follows: "Plat" is the Plat of the Property to be recorded in the Public records of ~~Sarasota~~ Lee County, Florida, as the same may be amended from time to time.
4. Article I is hereby amended to add the following defined term: "Governing Documents" means collectively this Declaration, the Articles, the Bylaws, and the Rules, as any or all may be amended from time to time.
5. Article I is hereby further amended to add the following defined term: "Villa Owner" or "Villa Lot Owner" means the owner of a Villa.
6. The sixth sentence of Article VI, Section 2 is hereby amended as follows (with deletion shown by strike through text and additions shown by underlined text): "The Villa Assessments shall be levied against Villa Owners only and shall include any costs directly related to the Villa Lots only, to the exclusion of the other Owners, and shall specifically include exterior painting and pressuring cleaning of the Villa Lots and routine ~~cleaning and repair~~ replacement of the Villa roofs at the end of the useful life of such Villa roofs (including any reserves established by the Declarant or the Association), each of which shall be the responsibility of the Association."
7. The eighth sentence of Article VI, Section 3 is hereby amended as follows (with additions shown by underlined text): "Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained through the collection of Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes."
8. Article VI, Section 12 is hereby amended to add the following: "Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such

funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes."

9. Article IX is hereby amended to add the following: "Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the ARC may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event."
10. Article IX is hereby further amended to add the following: "Lakes. All Lot Owners agree that bodies of water located within the Community may not be used for recreational purposes, including boating, jet skiing, or any other types of water sports. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules established by the Association. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT."
11. Article XI, Section 2 is hereby amended as follows (with deletion shown by strike through text and additions shown by underlined text): "Each Villa Owner shall be responsible for the maintaining, repairing, and replacing of the Villa and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows ~~and roofs~~, gutters, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, or any

equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. Each Villa Lot Owner shall maintain and repair the roof of the Villa in same manner as all other improvements on the Lot. The Association shall replace the Villa roofs at the end of the useful life of the roof of each Villa building, subject to the Villa Owners' obligation to maintain and repair the roof during its useful life at the Owners' sole expense. All Villa Lot Owners shall be jointly responsible for an equal share of the cost of replacement of all of the Villa roofs. However, if either Owner's negligence or willful misconduct causes damage to the roof, such Owner shall bear the entire cost of repair or replacement of the roof. If a roof reserve is established and such reserves are not sufficient to cover the cost of a roof replacement or if a reserve is not established or waived after establishment, all Villa Lot Owners shall be responsible for payment of a Special Assessment in the amount necessary to pay such cost. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his residence. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Owner's negligence or willful misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Villa Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by Owners sharing the party wall. Any fences shared by Villa Lot Owners or shared portions of a Villa roof shall be treated in the same manner as party walls."

12. Article XI, Section 4 is hereby amended to add the following: "Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. In the event water from irrigation systems is insufficient to maintain lawns or landscaping on Lots, Lot Owners may supplement irrigation watering with hand watering. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the

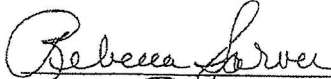
Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot."

13. The third sentence of Article XI, Section 5 is hereby amended as follows (with deletion shown by strike through text and additions shown by underlined text): "Each Owner shall be solely responsible for all maintenance and replacement of any landscaping installed on the Lot by the Owner or the Association and to replace any dead or damaged landscaping, sod, trees, and shrubs at the Owner's sole expense."
14. Article XI, Section 5 is further amended to add the following: "The Association shall mulch landscaping on the Lots and Common Areas annually; provided, however, an Owner may mulch landscaping on the Lot to supplement the annual mulching at the Owner's sole expense."
15. Article XI is further amended to add the following as Section 8 thereof: "Lake Banks. Owners of Lots adjacent to bodies of water, including lakes or ponds, shall be responsible for maintaining and mowing the lake bank slope on the Lot and on the adjacent Common Area tracts or lake tracts from the Lot line to the deep cut water line of the lake. Any erosion or natural change in grade of the lake bank slope from design grade within the limits of the Lot Owner(s) property and between the property line and lake deep cut line shall be repaired or corrected by the Association. No Lot Owner shall otherwise change the grade of the lake bank slope. Water levels in lakes and ponds may rise and fall significantly due to, among other things, weather and fluctuations in ground water elevations within the surrounding areas. Accordingly, the Association has no control over such water levels and ground water elevations. Each Lot Owner(s) by acceptance of title to his/her Lot hereby releases the Association and WMD against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including without limitation, attorney's fees and court costs at trial and at all appellate levels), relating to, rising out of and/or resulting from water levels in any lake, pond or body of water in the Community."
16. The third sentence of Article XVI, Section 5 is hereby amended as follows (with deletion shown by strike through text and additions shown by underlined text): "After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by ~~an instrument signed by~~ an affirmative vote of not less than thirty (30%) percent of the Lot Owners."
17. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect

[SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Supplement and Amendment by and through its representatives as of the date and year first above written.

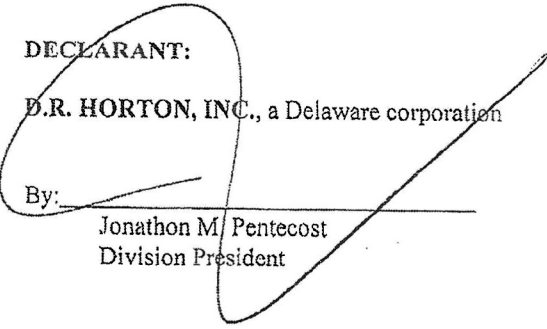
Witnessed By:


Print Name: REBECCA SARVER


Print Name: Jonathon M. Pentecost

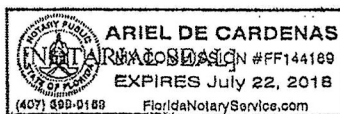
DECLARANT:

D.R. HORTON, INC., a Delaware corporation

By: 
Jonathon M. Pentecost
Division President

STATE OF FLORIDA)
) ss
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23rd day of January, 2017, by Jonathon M. Pentecost, as Division President of D.R. Horton, Inc., a Delaware corporation on behalf of the company. He is personally known to me and did not take an oath.



By: 
Name: ARIEL DE CARDENAS

Serial Number, if any: FF144169
My Commission Expires: 7/22/18

EXHIBIT "A"
LEGAL DESCRIPTION
ANNEX PROPERTY

Lots 222-225, inclusive, 238-412, inclusive, 421-423, inclusive, and 429-460, inclusive, of LINDSFORD PHASE 2A, according to the Plat thereof as recorded in Instrument No. 2016000181290, of the Public Records of Lee County, Florida.