



Rpt: 820576 Rec: 61.00
DS: 0.00 IT: 0.00
10/04/04 Dpty Clerk

Return to:
Lennar Communities
North Florida Division
4902 Eisenhower Blvd., Suite 380
Tampa, FL 33634
bar, P.A.

JED PITTMAN, PASCO COUNTY CLERK
10/04/04 03:42pm 1 of 7
OR BK 6052 PG 181

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**FIRST AMENDMENT TO
DECLARATION FOR BRIDGEWATER**

THIS FIRST AMENDMENT TO DECLARATION FOR BRIDGEWATER (this "**First Amendment**") is made by Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Bridgewater Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. That certain Declaration of Bridgewater was recorded in Official Records Book 5574, at Page 934 of the Public Records of Pasco County, Florida (the "**Declaration**").
- B. Section 4.2 of the Declaration provides that, prior to the Turnover Date, Lennar, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

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

- 1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
- 2. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. Section 12.27 of the Declaration is hereby deleted and replaced in its entirety by the following:

12.27. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and

breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

12.27.1. Lease Requirements. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the following provisions:

12.27.1.1. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;

12.27.1.2. All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;

12.27.1.3. The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;

12.27.1.4. The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

12.27.1.5. No Lease Agreement may be for a term of less than one (1) year;

12.27.1.6. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

12.27.1.7. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

12.27.1.8. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to

evict such tenant and the costs of the same shall be the responsibility of Owner;

12.27.1.9. All Lease Agreements shall require the Home to be used solely as a private single family residence;

12.27.1.10. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

12.27.1.11. Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

12.27.2. Maximum Number of Tenant Occupants per Home. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

12.27.2.1. In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

12.27.2.2. In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

12.27.2.3. In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

12.27.3. Right to Use Common Areas. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.27.4. Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

12.27.5. Amendment. After the Turnover Date, this Section 12.27 may be amended with the approval of sixty six and two-thirds percent (66-2/3%) of all the votes (in person or by proxy) of the Association at a duly called meeting of the Members.

5. The following Section 12.46 shall be added to the Declaration:

12.49. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this

Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

6. Section 15.18 of the Declaration is hereby deleted in its entirety and replaced with the following:

15.18. Non-Payment of Assessments. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7. The following section 25 shall be added to the Declaration:

25. Lot Sale Covenant. Lot 10, Block 6, Bridgewater Phase 3, as shown on the Plat recorded in Plat Book 49, Page 90 through 97, inclusive, of the Public Records of Pasco County, Florida (hereinafter "Lot 10") only shall be conveyed including the North 3.50 feet of Lot 9, Block 6, Bridgewater Phase 3, as shown on the Plat recorded in Plat Book 49, Page 90 through 97, inclusive, of the Public Records of Pasco County, Florida (hereinafter "Lot 9"). Any conveyance of Lot 10 shall be deemed to include the North 3.50 feet of Lot 9. Any attempted conveyance of Lot 10 without the North 3.50 feet of Lot 9 shall be null and void.

8. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 19th day of July, 2004.

WITNESSES:

LENNAR HOMES, INC.,
a Florida corporation

Sharon Lovell
Print Name: Sharon Lovell

By: Doyle D. Dudley
Name: Doyle D. Dudley
Title: Vice President

Deena Brown
Print Name: Deena Brown

{SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 19th day of July, 2004 by Doyle D. Dudley as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.



Dawn Bailey
MY COMMISSION # CC978976 EXPIRES
November 1, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 11-1-2004
NOTARY PUBLIC, State of Florida at
Large
Print name: Dawn Bailey

JOINDER

BRIDGEWATER COMMUNITY ASSOCIATION, INC.

BRIDGEWATER COMMUNITY ASSOCIATION, INC. (the "Association") does hereby join in the First Amendment to Declaration of Bridgewater (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of July, 2004.

WITNESSES:

Dawn Bailey
Print Name: Dawn Bailey
Deena Brown
Print Name: Deena Brown

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

By: Betty D. Valenti
Name: Betty D. Valenti
Title: President

{SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 19th day of July, 2004 by Betty D. Valenti as President of BRIDGEWATER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced as identification on behalf of the corporation.

My commission expires: 11-1-2004
NOTARY PUBLIC, State of Florida at Large
Print name: Dawn Bailey



Dawn Bailey
MY COMMISSION # CC978976 EXPIRES
November 1, 2004
BONDED THRU TROY FAIN INSURANCE, INC.