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Prepared by and, after recording,
to be returned by mail to:
Douglas G. Christy, Esq.
Wetherington-Hamilton, P.A.
1010 N. Florida Ave.
Tampa, FL 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

FIRST AMENDMENT TO COMMUNITY DECLARATION FOR THE ESTUARY

THIS FIRST AMENDMENT to Community Declaration for The Estuary (the “First Amendment”) is made this 18th day of October, 2013, by M/I HOMES OF TAMPA, LLC, a Florida limited liability company (the “Declarant”) and joined in by THE ESTUARY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the “Association”).

RECITALS

WHEREAS, that certain Community Declaration for The Estuary was executed on the 6th day of March, 2012 and was recorded on the 7th day of March, 2012 in O.R. Book 20994, Page 813 of the public records of Hillsborough County, Florida (the “Original Declaration”); and

WHEREAS, the Original Declaration together with this First Amendment shall hereinafter be referred to as the “Declaration”; and

WHEREAS, the Declarant wishes to amend the Original Declaration to revise certain use restrictions found within the Original Declaration; and

WHEREAS, Section 4.3 of the Original Declaration provides in part that the Declaration may be amended by the Declarant prior to the Turnover Date; and

WHEREAS, the Turnover Date has not yet occurred;

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

Words in the text that are lined or stricken through (—) indicate deletions from the existing text; words in the text that are double-underlined indicate additions to the existing text.

I. **General Provisions.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever

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possible, this First Amendment and the Original Declaration shall be construed as a single document. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Original Declaration.

II. **Section 12.14.** Section 12.14 of the Declaration is hereby amended to read as follows:

12.14 **Fences and Walls.** No walls or fences shall be erected or installed without prior written consent of the ACC, The ACC may permit Owners of Lots which abut, run along, intersect with or join the perimeter of any pond, lake, water body, or conservation area to install fences up to six feet (6'); however, beginning ten feet (10') from the boundary of any pond, lake, water body, or conservation area, the fence shall drop or graduate to a maximum height of four feet (4') and such fence ~~only shall~~ may be made of an open design such as a picket fence in accordance with the Community Standards. No chain link or wooden fencing of any kind shall be allowed and picket style fences may not be made of wood. The ACC may require the last panel of any fence that abuts a perimeter fence or fence located on Common Area match the height of such fence. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. Due to the Association's maintenance requirements and responsibilities the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. In addition to ACC approval, Owner must obtain, at his or her own expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded by the Association in its sole and absolute discretion.

III. **No Other Amendments.** Except as modified herein, all other terms, conditions and provisions of the Declaration shall remain the same and shall be fully enforceable according to their terms.

[TEXT CONTINUES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Declarant has executed this First Amendment the day and date first above written.

WITNESSES:

Judith Tejada
Print Name: Judith Tejada

Betty Valenti
Print Name: BETTY VALENTI

"ASSOCIATION"

M/I HOMES OF TAMPA, LLC.
a Florida limited liability company

By: Mark Spada
Print Name: MARK SPADA
Its: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF Hillsborough)

(CORPORATE SEAL)

Sworn to and subscribed before me this 15th day of October, 2013,
by Mark Spada, as VP of M/I Homes of Tampa,
LLC, a Florida limited liability, on behalf of the company, who () are personally known to me
or () have produced a _____ Driver's License as identification.

(SEAL)



Laureen Dunn
Print Name: Laureen Dunn
Notary Public State of Florida
My Commission Expires: 2016


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JOINER AND CONSENT TO FIRST AMENDMENT TO COMMUNITY DECLARATION FOR THE ESTUARY

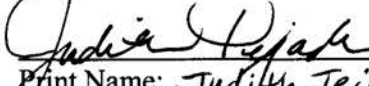
KNOW ALL MEN BY THESE PRESENTS:

That The Estuary Homeowners Association, Inc., a Florida corporation not for profit, acknowledges, agrees, subordinates, joins in, and consents to the terms and conditions of the First Amendment to Community Declaration for The Estuary to which this Joinder and Consent to First Amendment to Community Declaration for The Estuary is attached.

Signed, sealed and delivered
in the presence of



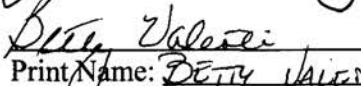
Print Name: Chloe Firebaugh



Print Name: Judith Tejada

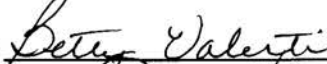


Print Name: Judith Tejada




Print Name: BETTY VALENTI

**THE ESTUARY HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

By: 

Print Name: BETTY VALENTI
Its: President

ATTEST:


By: _____
Print Name: Chloe Firebaugh
Its: Secretary

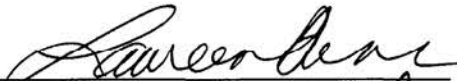
STATE OF FLORIDA)
COUNTY OF Hillsborough)

(CORPORATE SEAL)

Sworn to and subscribed before me this 18th day of October, 2013,
by Chloe Firebaugh and Betty Valenti, as President and Secretary,
respectively, of The Estuary Homeowners' Association, Inc., a Florida corporation not for profit,
on behalf of the corporation, who () are personally known to me or () have produced a
_____ Driver's License as identification.

(SEAL)





Print Name: Lauren Dunn
Notary Public State of Florida
My Commission Expires: 2016