

This instrument was prepared by
and after recording return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, Florida 34103
(239) 649-6200

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RESERVE AT CROSSING CREEK VILLAGE PHASE TWO
AND BYLAWS OF RESERVE AT CROSSING CREEK VILLAGE PHASE TWO
PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is executed by CENTEX HOMES, a Nevada general partnership
("Developer"), having an address of 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

RECITALS

WHEREAS, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for
Reserve at Crossing Creek Village Phase Two in Official Records Book 2477, at Page 6624, et. seq., of the
Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, in Section 14.6 of the Declaration and Section 9.3 of the Bylaws, the Developer
reserved the right to amend the Declaration and Bylaws, respectively; and

NOW THEREFORE, the Developer hereby agrees and amends the Declaration as follows:

1. The foregoing recitals are hereby incorporated into and made a part hereof.
2. The Declaration, Bylaws and the Notice to Buyers attached as Exhibit "H" to the
Declaration are amended as set forth in Exhibit "A" attached hereto and made a part hereof.

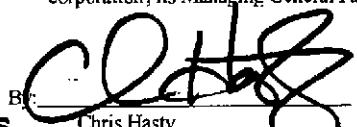
IN WITNESS WHEREOF, Developer has executed this amendment effective as of the day and year
written below.

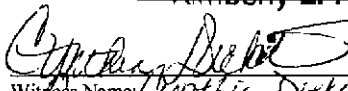
Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada
corporation, its Managing General Partner


Witness Name: Kimberly L. Howes


By: Chris Hasty
Its: Director-Land Development, South Florida Division


Witness Name: Cynthia Dieckmann

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19th day of July, 2013 by Chris Hasty
as Director-Land Development, South Florida Division, of Centex Real Estate Corporation, a Nevada
corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is
personally known to me or has produced _____ as
identification and did take an oath.

(SEAL)

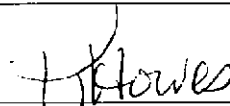

Notary Public
Name: Kimberly L. Howes
(Type or Print)
My Commission Expires: 5/7/17



EXHIBIT "A"

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

Section 4.3 of the Declaration is deleted in its entirety and replaced with the following:

4.3 Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, at any time prior to the Turnover Date the Developer may elect, for each fiscal year, to: (a) pay Assessments on its Parcels that are subject to this Declaration as set forth in Section 4.2 hereof; or (b) not pay Assessments on its Parcels that are subject to the Declaration and in lieu thereof, to pay the Association's actual operating expenses incurred (either paid or payable), exclusive of capital improvement costs, reserves, special Assessments, Initial Capital Contributions, Resale Capital Assessments, depreciation and amortization. The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s)), but excluding Initial Capital Contributions and Resale Capital Assessments). The option described in (b) above shall be referred to herein as the "Developer Subsidy". Any surplus may either be paid to the Developer after the conclusion of the fiscal year or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid to the Developer.

If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected the option chosen in the prior fiscal year unless it subsequently notifies the Association in writing that it wishes to use the alternate option with respect to its Parcels. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

During such time period as the Developer has chosen to fund the Developer Subsidy, Initial Capital Assessments and Resale Capital Assessments shall not be used to pay Common Expenses.

After the Turnover Date, the Developer shall pay Assessments on its Parcels that are subject to this Declaration, but the amount to be paid for a particular Parcel shall be determined by whether the Parcel contains a Unit which has been issued a Certificate of Occupancy as of when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly).

Section 5.3(E) of the Declaration is amended as follows:

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property. The Architectural Reviewer may, as a condition to issuing approval, require the Owner to pay the Association a security deposit in the amount of up to One Thousand Five Hundred Dollars (\$1,500.00). The security deposit shall cover damage to the Common Area caused by or related to any work performed or ordered to be performed by the Owner, costs, attorney's and professional fees the Association incurs as a result of violations of the Governing Documents or defective work.

Section 7.7 of the Declaration is amended as follows:

7.7 Surface Water and Stormwater Management System. The permit issued by SWFWMD as of this date is attached hereto as Exhibit "D". Copies of the permit(s) and any future SWFWMD actions shall be maintained by the Association and/or its registered agent for the Association's benefit. The Association shall maintain and operate the Surface Water Management System within the Neighborhood (except for such portions that are within each Owner's maintenance responsibility) in accordance with the permit(s) and regulations of SWFWMD and/or its successor, and shall allocate sufficient funds in its annual budget for such obligations. To the extent required by the permit(s), it shall be the Association's responsibility to successfully meet and complete all permit conditions associated with any Wetland mitigation, success

criteria, maintenance and monitoring. The Association shall allocate sufficient funds in its annual budget for such mitigation, maintenance and monitoring of Wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the permit(s). Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the permit(s). SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association. No construction activities may be conducted relative to any portion of the Surface Water Management System. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Neighborhood includes a Wetland mitigation area or a wet detention pond, no vegetation in these 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 permit(s) may be conducted without specific written approval from SWFWMD. Neither the Developer, the Association, nor any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the Surface Water Management System and conservation areas or easements, including the water management portions of the Common Area must have the prior approval of SWFWMD and any other governmental authority with jurisdiction. The Developer may reconfigure the size and location of the lakes, but only to the extent permitted by SWFWMD. The Developer shall have an easement over the Neighborhood for purposes of accessing the lakes and ancillary drainage facilities. The lakes shall not be available for use by Owners or the Association (by way of example, but not limitation, swimming or use of recreational watercraft is prohibited), nor shall they in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SWFWMD, the Developer, and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

The Developer may establish natural vegetative buffers between the Parcels and any jurisdictional Wetland preserve and/or conservation tract as may be required by the SWFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by the SWFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

It shall be the Association's responsibility to successfully meet and complete all conditions associated with annual exotic nuisance plant species maintenance and monitoring. The Association shall allocate sufficient funds as a line item in its annual budget for such maintenance and monitoring.

Section 9.7(A) of the Declaration is amended as follows:

(A) Vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Overnight Parking in the roadway or other Common Areas by any type of vehicle is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

Section 4.1 of the Bylaws is amended as follows:

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall initially be three (3). The number of Directors shall increase to five (5) at the Turnover Meeting. The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Turnover Meeting, and subsequently, Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws. Prior to the Turnover Meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination in advance of the Turnover Meeting, in accordance with those procedures established by the Board of Directors. If the number of candidates exceeds the number of seats to be filled, an election shall be required. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Parcel for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are prohibited. If more than one ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a plurality of the votes cast by eligible voters. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. At the Turnover Meeting, the three (3) two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate shall serve the initial two (2) year term. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Neighborhood. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

Section 4.2 of the Bylaws is amended as follows:

4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or

educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.

Section 6.6 of the Bylaws is amended as follows:

6.6 Fidelity Bonds. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.6, the term "persons who control or disburse Association funds" includes, but is not limited to, persons The Treasurer, and all other officers who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

The Notice to Buyers, Exhibit "H" to the Declaration, is amended as follows:

EXHIBIT "H"

NOTICE TO BUYERS

To the Purchasers of Lots in Reserve at Crossing Creek Village Phase Two (platted as Crossing Creek Village Phase II, Subphase A, B & C, a subdivision, Manatee County, Florida, according to the plat thereof recorded in Plat Book 56, Page 1 of the Public Records of Manatee County):

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

- 1.) The Declaration of Covenants, Conditions and Restrictions for The Reserve at Crossing Creek Village Phase Two H, a Subdivision, as amended (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
- 2.) Ownership of a lot in said Subdivision automatically makes you a member of ~~The~~ Reserve at Crossing Creek Village Phase Two Property Owners' Homeowners Association, Inc., a Florida ~~not-for-non~~-profit corporation, and you are subject to its Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
- 3.) Reserve at Crossing Creek Village Phase Two Property Owners' Homeowners Association, Inc. owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the Common Area Property, which you have the right to enjoy, as well as other costs as provided in the Declaration, in accordance with the Declaration. A proposed budget is attached as Exhibit "F".
- 4.) Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown on sheets LS-1 through LS-4 and IR-1 and IR-2 in the Revised Final Site Plan approved 12/13/12 for ~~The~~ Reserve at Crossing Creek Village, Phase Two H (aka Crossing Creek Village, Phase II Subphase A, B & C), a Subdivision). Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of ~~The~~ Reserve at Crossing Creek Village, Phase Two Property Owners' Homeowners Association, Inc. ~~Homeowners Association, Inc.~~ to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and plantings shall be borne as a Common Expense by the Association.
- 5.) As per the Manatee County Land Development Code, street trees are required to be planted within twenty-five (25) feet of the right-of-way and outside of public and private utility easements. Each lot within ~~The~~ Reserve at Crossing Creek Village Phase Two H is required to have one (1) tree installed per roadway frontage at a minimum of ten (10) feet back of sidewalk or right-of-way line, whichever is closer. Corner lots with two (2) roadway frontages are required to have two (2) street trees planted; one (1) along each roadway. These requirements are depicted and noted on the Revised Final Site plans approved 12/13/12. In addition, a "Tree Planting Summary", which defines requirements for approved Subdivision residential lot street tree installation, is attached hereto as Exhibit "K".

Initial street planting, in conformance to this requirement, is met by Centex Homes with completion of home construction on each Lot. The Purchaser will be subject to maintenance and replacement requirements of trees as provided for in the Code.

[paragraphs 6 through 8 are not amended]

9.) Several areas of ~~The~~ Reserve at Crossing Creek Village Phase Two ~~Homeowners Association, Inc.~~ are located in the 100-year floodplains as defined by the Federal Emergency Management Agency (FEMA) Panel 120153 353C [7/15/92]. Specifically, Lots 124-131, 160-161 and 147 are located in the 100-year flood plain.

[paragraphs 10 through 18 are not amended]