

PREPARED BY & RETURN TO:

Diane C. Wise
Centex Homes
Legal Department

385 Douglas Avenue, Suite 1000
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DK 1744 PG 4910 DKT # 1613453 1 of 21

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LAKERIDGE FALLS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for LakeRidge Falls (the "**First Amendment**") is made as of this 24th day of April, 2002, by Centex Homes, a Nevada general partnership ("**Declarant**").

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for LakeRidge Falls, dated March 5, 2001, recorded May 25, 2001, in Book 1682, Page 7803, et seq. of the public records of Manatee County, Florida (the "**Declaration**"); and

WHEREAS, the Declaration designates in Section 22.1 that until the occupancy of a Lot as a place of residence by a Class "A" Member, Declarant may unilaterally amend this Declaration for any purpose.

WHEREAS, the Declaration requires amendments to comport with guidelines set forth by the United States Department of Housing and Urban Development ("**HUD**") in order for prospective home buyers to qualify for FHA financing; and

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

Declarant hereby amends the defined terms "Articles", "By-Laws" and "Class "B" Control Period" in Section 2.1 of the Declaration to read as follows, respectively:

"Articles": The Articles of Incorporation of LakeRidge Falls Community Association Inc., filed with the Secretary of State for the State of Florida, as they may be amended and/or amended and restated from time to time. The Articles are incorporated herein and made a part hereof by this reference. A copy of the initial Articles is attached to this DeclarationFirst Amendment as Exhibit "D".

"By-Laws": The By-Laws of LakeRidge Falls Community Association, Inc., as they may be amended and/or amended and restated from time to time. The By-Laws are incorporated herein and made a part hereof by this reference. A copy of the initial By-Laws is attached to ~~this~~the Declaration as Exhibit "E."

"Class "B" Control Period": The time period during which the Class "B" Member may appoint a majority of the Board members. The Class "B" Control Period shall end when any one of the following occurs:

- (a) within 120 days of when 75% of the Lots proposed under the Development Plan have been issued certificates of occupancy and are owned by Class "A" Members other than Declarant;
- (b) 10- years from the date ~~this~~the Declaration is recorded; or
- (c) when, in its discretion, the Class "B" Member so determines."

Declarant hereby amends Section 1.1 of the Declaration to read as follows:

"7.1 Function of Association.

The Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws. Membership in the Association is appurtenant to, and may not be severed from, the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation or By-Laws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot."

Declarant hereby amends Section 7.2 of the Declaration to read as follows:

"7.2. Membership.

The Association shall have two classes of membership, Class "A" and Class "B". Class "A" Members are all Owners except the Class "B" Member. The sole Class "B" Member shall be Declarant. The Class "B" membership shall terminate upon the earlier of (i) ~~the conveyance of 95% of the Lots permitted under the Development Plan, within one hundred twenty (120) days of the conveyance of 75% of Lots permitted under the Development Plan,~~ (ii) ten (10) years from date of recording the Declaration, or ~~(ii)~~(iii) when, in its discretion, Declarant declares in a recorded instrument.

Notwithstanding the above, there shall be only one Class "A" membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3(b)7.3(a) and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner that is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary."

Declarant hereby amends Section 8.3 of the Declaration to read as follows:

"8.3. Insurance. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Common Maintenance Areas to the extent that the Association has responsibility for repair or reconstruction in the event of a casualty or assumes such responsibility pursuant to Section 6.2, regardless of ownership, with full replacement value coverage; (ii) commercial general liability insurance on the Common Maintenance Areas ~~of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms)~~ insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with regards to Common Maintenance Areas, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and the Association and vice versa; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount at least equal to three months of Regular Assessments, plus all reserve funds; (v) to the extent any insurable improvements to Common Maintenance Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Maintenance Areas or the maximum amount of coverage available under the National Flood Insurance Program; and (vi) such additional insurance as the Board, in its business judgment, determines advisable. Notwithstanding the foregoing, Declarant may obtain insurance for multiple communities which it is developing and/or other projects under a blanket policy instead of obtaining a separate policy for the Association, and charge a ~~proportionate or other~~ reasonable portion of the cost thereof to the Association.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Service Area, obtain and maintain property insurance on the insurable improvements within such Service Area. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured.

Unless designated as a Limited Common Area or otherwise provided in a Supplemental Declaration, premiums for Common Maintenance Area insurance ~~maintained by the Association~~ shall be a Common Expense.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association may contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 8.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or Limited Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefited Assessment.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(d) Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, any predecessor Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only

to the extent that insurance proceeds are received in compensation for such loss.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Members representing at least 80% of the total Class "A" votes in the Association, if general Common Area, or 80% of the Class "A" votes of Lots to which the Limited Common Area is assigned, if Limited Common Area, and the Declarant during the Development and Sale Period, decide, within 60 days after the loss, not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period may be extended until such funds or information are available. ~~No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.~~

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot."

Declarant hereby adds the following sub-section (h) to the end of Section 8.4 of the Declaration:

"(h) Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors and assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association shall have the right of self help to cure any violations that remain uncured after any required notice is given."

Declarant hereby amends Section 11.10 of the Declaration to read as follows:

"11.10. Termination of Rights.

Rights granted under this Article shall terminate upon the earlier of (a) the period specified in the particular Section, if any; (b) 25 years from the date this Declaration is recorded; or (c) Declarant's recording of a statement that all

~~sales activity has ceased.~~ The Declarant's Class "B" membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) ten (10) years from the date the Declaration is recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into the Association, whichever event, (1) or (2), occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class "B" status to Class "A"; or (4) in any event, one hundred twenty (120) days after the conveyance of seventy-five (75%) percent of the Lots in the Property that will ultimately be operated by the Association have been converted to Class "A" status, whichever event, (1), (2), (3) or (4), occurs first. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's prior written consent."

Declarant hereby amends the first sentence in Section 11.1 of the Declaration to read as follows:

"12.1. Easements in Common Area.

~~Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area, subject to:~~ Subject to the provisions below, every Owner shall have a right to use an easement of enjoyment in and to the Common Area or Limited Common Area, together with an easement of access to and from the Common Area or Limited Common Area, which shall be appurtenant to and shall pass with the title to the Lot owned by such Owner. Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area as stated in this Section 12.1:"

Declarant hereby amends the Declaration by adding the following new Section 12.13 as follows:

"12.13. Easement to Public Right-of-Way.

Notwithstanding anything to the contrary set forth in this Declaration, to the extent necessary, each Owner shall have a nonexclusive easement for vehicular and pedestrian access to and from his Lot over the Roadways to a public right-of-way. The easement herein granted shall be subject to the reasonable regulation of traffic by the Association, including but not limited to: speed limits; one-way streets; stop signs; yield signs; and other common traffic control signs and devices. The Association shall not have the right to restrict access to the Roadways to Owners, resident members of the Owner's

household, invited guests, commercial delivery services, government officials, including but not limited to, postal, police, fire and safety officials, vendors, contractors and tradesmen engaged by an Owner, Club Owner, or the Declarant. The Association shall have the right, but not the obligation, to require nonresidents requesting entry to the Roadways to stop at the entry gate and provide evidence of authorization from an Owner. The right of the Owner to use the Roadways for access to the Owner's Lot may not be suspended or withheld for any reason, including nonpayment of assessments or failure to obey traffic regulations, however, the Association shall have the right to exercise all other remedies available at law or in equity to recover from any such Owner all unpaid assessments, and to enforce all traffic regulations, and, in the event the Association incurs any expense in so doing, in addition to any other relief obtained by the Association, either voluntarily, by agreement, through arbitration or court action, the Owner shall reimburse the Association for all its costs and expenses, including, but not limited to, all reasonable attorney's fees, expert witness fees, investigation costs and other expenses incurred by the Association at the pre-trial, trial or appellate levels."

Declarant hereby amends Section 22.1 of the Declaration to read as follows:

"22.1. By Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, ~~until the occupancy of a Lot as a place of residence by a Class "A" Member first conveyance of a Lot to a Person other than Declarant or a Builder,~~ Declarant may unilaterally amend this Declaration for any purpose.

Thereafter and until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; ~~(iv)(d)~~ to satisfy the requirements of any local, state, or federal governmental agency; or ~~(v)(e)~~ for any other purpose which does not materially adversely effect-affect title to any Lot, unless the Owner of such Lot consents to such amendment."

Declarant hereby amends Section 22.5 of the Declaration to read as follows:

"22.5 Exhibits.

Exhibits "A" and "B" attached to this Declaration are incorporated herein and made a part hereof by this reference and ~~this Article shall govern amendment of such exhibits~~ amendment of such exhibits shall be governed by this Article XXII. Exhibit "C" attached to this Declaration is incorporated

herein and made a part hereof by this reference and may be amended as provided in Article IV or pursuant to Sections 22.1 and 22.2 amendment thereto shall be governed by Article III."

Declarant hereby deletes Exhibit "D" to the Declaration in its entirety and replaces it with the Exhibit "D" attached to this First Amendment, which Exhibit "D" is incorporated herein and made a part hereof by this reference.

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

WITNESSES

DECLARANT

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation,
its managing general partner

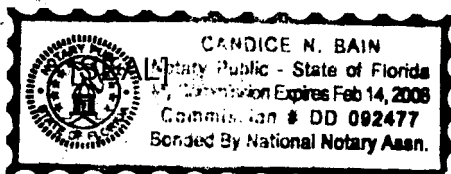
Gina Polzema
Print Name: Gina Polzema
Barbara E Burnett
Print Name: BARBARA E BURNETT

By: Michael J. Belmont
Print Name: Michael J. Belmont
Its: Division President

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on the 24th day of April, 2002 by Michael J. Belmont, as Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation. He is personally known to me.

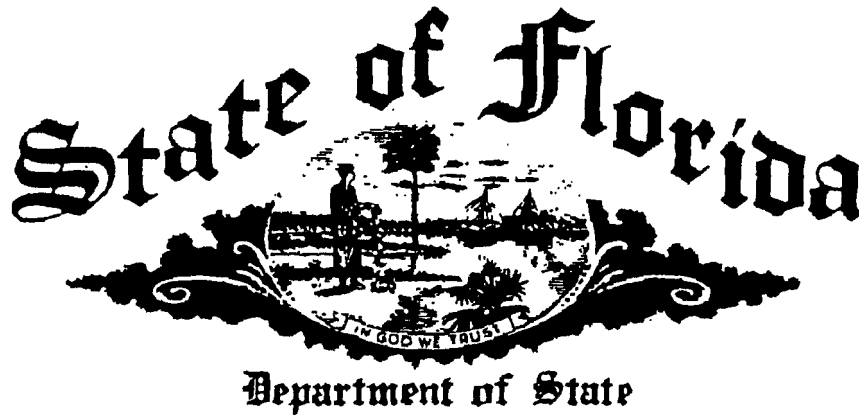


Candice N. Bain
Notary Public State of Florida
Print Name: CANDICE N. BAIN
Commission No. DD 092477
My Commission Expires: 2-14-06

EXHIBIT "D"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

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I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 17, 2002, for LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H02000072818. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000000598.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of April, 2002

Authentication Code: 302A00022878-041702-N01000000598-1/1

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CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

The undersigned, being a duly elected officer of LakeRidge Falls Community Association, Inc., a not-for-profit corporation organized under Chapter 617, Florida Statutes, does hereby certify that these Amended and Restated Articles of Incorporation were duly adopted by action of the Board of Directors of such corporation on April 2, 2002.

Article 1. Name. The name of the Corporation is LakeRidge Falls Community Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "**Association.**"

Article 2. Address. The address of the principal office of the Association and the mailing address of the Association is c/o Centex Homes, 301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232.

Article 3. Definitions. All capitalized terms used in these Amended and Restated Articles of Incorporation which are not defined herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for LakeRidge Falls, recorded or to be recorded by Centex Homes, a Nevada general partnership ("**Declarant**"), in the public records of Manatee County, Florida, as such Declaration may be amended, supplemented and/or amended and restated from time to time (the "**Declaration**").

Article 4. Purposes. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

(a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Declaration (such real property is referred to in these Articles as the "**Community**"); and

(c) to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of Southwest Florida Water Management District Permit No. 4311732.003 and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

Article 5. Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws of the Association, may be exercised by the Board of Directors:

- (a) all of the powers conferred upon not-for-profit corporations by common law and Florida statutes in effect from time to time; and
- (b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, and the Declaration, including, without limitation, the following:
 - (i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
 - (ii) to manage, control, operate, maintain, repair, improve, and replace the common areas and facilities, and any property acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or contract, has a right or duty to provide such services;
 - (iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;
 - (iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Declaration;
 - (v) to buy, or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with, real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;
 - (vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration and By-Laws;
 - (vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;
 - (viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal the By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 5.

Article 6. Members. The Association shall be a membership corporation without certificates or shares of stock. There shall be two classes of membership, as more fully set forth in the Declaration. The Owner of each Lot shall be a Member of the Association and shall be entitled to vote as provided in the Declaration and the By-Laws. In addition, Declarant shall be a Member for such period as provided in the Declaration, regardless of whether Declarant owns any Lot. Membership in the Association is appurtenant to, and may not be severed from, the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Amended and Restated Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner=s interest in the Lot.

Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Manatee County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate.

Article 7. Existence and Duration. Existence of the Association commenced with the filing of the Articles of Incorporation with the Florida Department of State on January 25, 2001. The Association shall exist in perpetuity.

Article 8. Board of Directors. The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors (the "**Board**"). The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

The Board shall consist of three Members, as provided in the By-Laws. The names and addresses of the directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Maria Atkins
David Lepow

301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232
301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232

Jeff Murray

301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232

The method of election and removal of directors, filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws.

Article 9. By-Laws. The By-Laws shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided in the By-Laws.

Article 10. Liability of Directors. To the fullest extent that the Florida Not-for-Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, no director or officer of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director or officer. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Article 11. Indemnification.

(a) **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with a respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) **Approval.** Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such

determination shall be made (i) by majority vote of the Members of the Board of Directors who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the Class "A" Members and the consent of the Class "B" Member.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in any specific case upon receipt of a written agreement by or on behalf of the affected director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

(d) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

Article 12. Interested Directors.

(a) No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its directors or officers are directors or officers have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

(b) Interested directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested director is to be considered.

Article 13. Amendments. Until termination of the Class "B" membership, Declarant may unilaterally amend these Amended and Restated Articles of Incorporation for any purpose, except that if the U.S. Department of Housing and Urban Development ["HUD"] or the U.S.

BV 1777 DC 1077
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Department of Veterans Affairs ["VA"] has granted project approval for FHA-insured or VA-guaranteed mortgages on Lots, then any amendment shall require the approval of at least 67% of the Class "A" Members and the written consent of the Class "B" Member. After termination of the Class "B" membership, amendments to these Amended and Restated Articles of Incorporation may be adopted upon a resolution of the Board and the affirmative vote or written consent of Members representing at least 67% of the Class "A" votes in the Association and the consent of the Class "B" Member, if any. No amendment may be in conflict with the Declaration.

Article 14. Dissolution. The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of Members who are Owners of not less than two-thirds (2/3) of the Lots, and (c) so long as Declarant or any Declarant Affiliate owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of Declarant. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the Mortgage on any Lot, then unless otherwise agreed in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any Mortgage; provided, if either agency has granted project approval for the Community, then HUD and/or VA shall be notified of such dissolution.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and is approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

Article 15. HUD/VA Approval. As long as Declarant has the right to appoint and remove the directors and officers of the Association as provided in the By-Laws, the following actions shall require the prior approval of the VA or HUD, if either agency has granted project approval for the guaranteeing or insuring of Mortgages on Lots: annexation of additional property to the development, except for annexation by Declarant in accordance with Section 10.1 of the Declaration pursuant to a plan of annexation previously approved by VA and/or HUD, as applicable; mergers, consolidations, or dissolution of the Association; mortgaging of Common Area; dedication of Common Area to any public entity; and amendment of these Amended and Restated Articles of Incorporation.

Article 16. Incorporator. The name of the incorporator of the Association is Centex Homes, and such incorporator's address is 301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232.

Article 17. Registered Agent and Office. The registered agent and office of the Association is Michael J. Belmont, c/o Centex Homes, 301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232.

IN WITNESS WHEREOF, the undersigned officer has executed these Amended and Restated Articles of Incorporation this 2ND day of April, 2002.

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

[SEAL]

By: _____

David Lepow

Name: David Lepow

Its: Vice President

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2ND day of April, 2002; did not take an oath and is personally known to me.

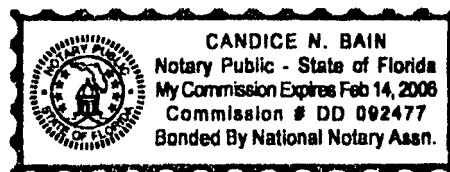
Candice N. Bain

Print Name: CANDICE N. BAIN

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____



**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, **LakeRidge Falls Community Association, Inc.**, organized under the laws of the State of Florida, with its principal office at 301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232, has named Michael J. Belmont, whose office is located at c/o Centex Homes, 301 N. Cattlemen Road, Suite 108, Sarasota, Florida 34232, as its agent to accept service of process within the State.


ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, Michael J. Belmont hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

CENTEX HOMES,
a Nevada general partnership

[SEAL]

By:


Michael J. Belmont, Division President

This Instrument Prepared By/
Return to:

Diane C. Wise, Paralegal
Centex Homes
385 Douglas Avenue, Suite 1000
Altamonte Springs, Florida 32714

**CERTIFICATE OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
LAKE RIDGE FALLS COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKE RIDGE FALLS COMMUNITY ASSOCIATION, INC. (the "**Certificate**") is made this 12th day of April, 2002, by the Board of Directors (the "**Board**") of LakeRidge Falls Community Association, Inc. (the "**Association**").

WITNESSETH:

WHEREAS, the Association is the Association responsible for the management and operation of LakeRidge Falls pursuant to the Declaration of Covenants, Conditions and Restrictions of LakeRidge Falls as recorded in Official Records Book 1682, Page 7803, Hillsborough County, Florida;

WHEREAS, there are no members of the Association entitled to vote on a proposed amendment and thus, in accordance with the provisions of Florida law, such amendments may be approved by a majority vote of the Board;

WHEREAS, in accordance with the Articles of Incorporation of the Association (the "**Articles**"), the Declarant may unilaterally amend the Articles;

WHEREAS, the Board is comprised of the Declarant; and

WHEREAS, the Board desires to amend and restate the Articles.

NOW THEREFORE, the Board hereby certifies that the Articles shall be amended and restated as set forth in the Amended and Restated Articles of Incorporation of LakeRidge Falls Community Association, Inc.

IN WITNESS WHEREOF, the undersigned have hereby executed this Certificate on the day above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LAKERIDGE FALLS ^{Community} HOMEOWNERS
ASSOCIATION, INC.

Maria Barbosa

As Atty

[Signature]

Candice Bain

Maria Barbosa

As Atty

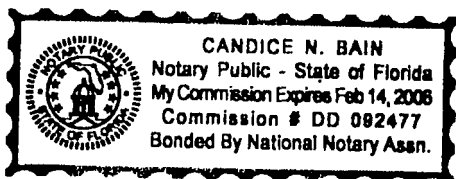
Marie Atkins
Marie Atkins, Director

[Signature]
David Lepow, Director

[Signature]
Jeff Murray, Director

STATE OF FLORIDA)
) SS:
COUNTY OF SARASOTA)

^{Community} The foregoing instrument was sworn to and acknowledged before me personally this 11th day of April, 2002, by **MARIE ATKINS**, Director of LakeRidge Falls, ~~Homeowners~~ Association, Inc., a Florida not-for profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and did/did not take an oath. She acknowledged executing the same voluntarily under the authority duly vested in said officer by said Corporation.



Candice N. Bain
NOTARY PUBLIC
State of Florida

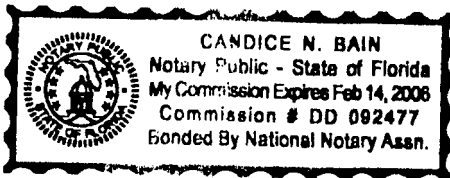
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DN 1144 FD 47JD FILED AND RECORDED 5/2/2002 4:12:39 PM 21 of 21
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

STATE OF FLORIDA)

COUNTY OF SARASOTA)

) SS:

12th The foregoing instrument was sworn to and acknowledged before me personally this day of April, 2002, by **DAVID LEPOW**, Director of LakeRidge Falls Homeowners Association, Inc., a Florida not-for profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and did/did not take an oath. He acknowledged executing the same voluntarily under the authority duly vested in said officer by said Corporation.



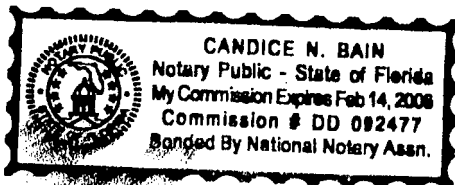
Candice N. Bain
NOTARY PUBLIC
State of Florida

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

) SS:

9th The foregoing instrument was sworn to and acknowledged before me personally this day of April, 2002, by **JEFF MURRAY**, Director of LakeRidge Falls Homeowners Association, Inc., a Florida not-for profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and did/did not take an oath. He acknowledged executing the same voluntarily under the authority duly vested in said officer by said Corporation.



Candice N. Bain
NOTARY PUBLIC
State of Florida

Upon recording, return to:
Diane C. Wise
Centex Homes
385 Douglas Avenue, Suite 1000
Altamonte Spring, Florida 32714

Cross-Reference: Declaration: Book 1682
Page 7803

BK 1753 PG 7699 DKT # 1634369 1 of 17

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAKERIDGE FALLS**

THIS SUPPLEMENTAL DECLARATION is made this 31st day of August, 2001, by Centex Homes, a Nevada general partnership ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for LakeRidge Falls (the "Declaration"), on May 25, 2001, in O.R. Book 1682, Page 7803, *et seq.*, public records of Manatee County, Florida; and

WHEREAS, in accordance with Section 10.1 of the Declaration, until all property described in **Exhibit "B"** to the Declaration has been subjected to the Declaration or 15 years after the Declaration is recorded, whichever is earlier, Declarant may subject all or any portion of such **Exhibit "B"** property to the Declaration by recording a Supplemental Declaration describing the property being subjected (as such capitalized terms are defined in the Declaration); and

WHEREAS, a Supplemental Declaration recorded pursuant to Section 10.1 of the Declaration shall not require the consent of any person except the owner of such property, if other than Declarant; and

WHEREAS, in accordance with Section 8.13 of the Declaration, by Supplemental Declaration submitting additional property to this Declaration, Declarant may assign the submitted property to one or more Service Areas (by name or other identifying designation) as Declarant deems appropriate, in Declarant's discretion, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to the Lots within such Service Area in addition to those which the Association generally provides to all Lots; and

WHEREAS, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto ("Additional Property") and the Additional Property is a portion of the property described in **Exhibit "B"** to the Declaration; and

FURTHERMORE, in compliance with the requirements of Manatee County, Declarant hereby includes **Exhibit "G"**, "10 Year Fiscal Program"; **Exhibit "H"**, "Maintenance Program"; **Exhibit "I"**, "Notice to Buyers"; and **Exhibit "J"**, "List of Holdings"; and

Prepared by and Return to:
Neal McCulloh
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

BK 1758 PG 4534 DKT # 1644213 1 of 6

CERTIFICATE OF AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKERIDGE FALLS

KNOW ALL MEN BY THESE PRESENTS:

That on this 10th day of July, 2002, the undersigned CENTEX HOMES, a Nevada general partnership (hereinafter the "Declarant"), pursuant to Florida Statute and the Declaration Of Covenants, Conditions And Restrictions For Lakeridge Falls, recorded in Official Records Book 1682, Page 7803, et seq., as amended and supplemented, of the Public Records of Manatee County, Florida (hereinafter referred to as the "Declaration") hereby certifies that the Amendment(s) to the Declaration, which Amendment(s) are attached hereto and by reference made a part hereof (hereinafter referred to as the "Amendment(s)"), were duly adopted. Said Amendment(s) were approved by the Declarant pursuant to Article XII, Section 22.1 of the Declaration.

The Amendments are to:

1. Maintain the intent and enforceability of the age 55 restrictions in the Declaration;
2. Help ensure compliance with Title 24, United States Code of Federal Regulations, Part 100; and
3. Satisfy the requirements of Title 24, United States Code of Federal Regulations, Part 100.

Additionally, the purpose(s) of said Amendment(s) do not materially adversely affect title to any Lot.

Given the above and pursuant to Article XXII, Section 22.1 of the Declaration, the Declarant has the right to unilaterally amend the Declaration, without the necessity of any joinder, vote or consent by any Owner or any other person or entity. As such, the Declarant as the sole Class B Member has executed this Certificate of Amendment enacting the attached Amendment(s).

IN WITNESS WHEREOF, the Declarant, has executed this document this 10th day of July, 2002.

Signed, sealed and
delivered in the presence

(Sign) Candice Bain

(Print) CANDICE BAIN

(Sign) [Signature]

(Print) William L. Bullack

CENTEX HOMES, a Nevada general partnership

By: **Centex Real Estate Corporation,
A Nevada corporation, its
Managing general partner**

[Signature]

**Michael J. Belmont
Division President**

(CORPORATE SEAL)

Declarant Address:

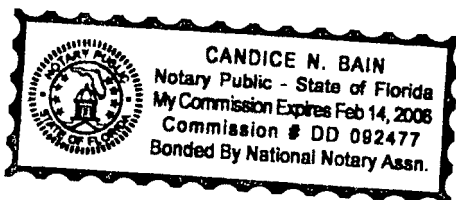
301 W. Cattlemen Road, Suite 108
Sarasota, Florida 34232



STATE OF FLORIDA
COUNTY OF ~~ORANGE~~
SARASOTA

BEFORE ME personally appeared **Michael J. Belmont**, known to me to be the **Division President of CENTEX REAL ESTATE CORPORATION**, a Nevada Corporation, on behalf of the corporation, and he acknowledges executing the foregoing instrument in the presence of two witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 10th day of July, 2002.



Candice N. Bain
Notary Public

Print Name: CANDICE N. BAIN

My Commission expires: 2-14-06

(Notary Seal)

BK 1758 PG 4535 2 of 6

Article III Occupancy of Lots

3.1 General.

BK 1758 PG 4536 3 of 6

It is the intent of this Article III that the Association will comply with the Federal Fair Housing Act and any other applicable federal or state law or regulation, as amended from time to time (hereinafter, collectively, the "Act"), which allow the Association to restrict the occupancy of the Lots based on familial status provided certain criteria are met.

(a) The Lots within the Community are intended for the housing of persons 55 years of age or older, although younger persons are not restricted from occupying a Lot along with a person 55 years of age or older so long as such co-occupancy is in compliance with this Article. In addition, certain exceptions may be made pursuant to Section 3.2 ~~(d)~~ (e).

(b) The provisions of this Article are intended to be consistent with, and are set forth in order to comply with, the Act regarding discrimination based on familial status. Declarant, until termination of the Class "B" Control Period, or the Association, acting through its Board, shall have the power to amend this Article, without the consent of the Members or any Person except Declarant (during the Development and Sale Period), ~~for the purpose of making this Article consistent with the Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Article.~~

3.2. Restrictions on Occupancy.

(a) ~~Except as may otherwise be permitted pursuant to Section 3.2(d), each occupied Lot shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Lot, the spouse of such Qualifying Occupant may continue to occupy the Lot provided that the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. Except as the Association may otherwise authorize pursuant to Section 3.2(e) or as the Declarant (at its election during the Development and Sale Period) may otherwise authorize, persons under fifty-five (55) years of age who are also eighteen (18) years of age or older shall not occupy or reside on a Lot unless one of the other permanent occupants of the Lot is age fifty-five (55) years or older. At least one person who is fifty-five (55) years of age or older shall permanently occupy at least eighty percent (80%) of all the Lots, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, which regulation shall apply to all occupancy calculations under this provision.~~

(b) For purposes of this Article III Section 3.2, an occupant shall not be considered "a permanent occupant" or "to permanently occupy a Lot," unless such occupant considers the Lot to be his or her legal residence and actually resides in the dwelling on the Lot for at least six months during every calendar year or such shorter period as the dwelling is actually occupied by any person.

(b) (c) No Lot shall be occupied by any person under the age of 18, except as set forth in Section 3.2(e) below. For purposes of this Article III Section 3.2, a Lot shall be deemed to be "occupied" by any person who stays overnight in the dwelling on the Lot more than 21 days in any 60-day period or more than 30 days in any 12-month period (hereinafter, the "Time Limitations").

(c) (d) Nothing in this Article III is intended to restrict the ownership of or transfer of title to any Lot; however, no Owner may occupy the Lot unless the requirements of this Article

III are met, nor shall any Owner permit occupancy of the Lot in violation of this Article III. Owners shall be responsible for (i) including a statement that the Lots within the Community are intended for the housing of persons 55 years of age or older, as set forth in Section 3.1(a), in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of this Article III shall constitute a default under the lease.

(e) Notwithstanding the requirements and provisions of Section 3.2(a) - (d) set forth above, and except as set forth in Section 3.2 (f) below, the following exceptions to the aforesaid age restrictions shall apply on a case-by-case basis if authorized in writing by the Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors:

(1) If more than one person occupies a Lot, and the only co-occupant who was fifty-five (55) years of age or older dies, then the Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors may waive the requirement for one permanent occupant of this Lot to be age fifty-five (55) years or older. If granted, this exception for each such Lot shall lapse upon transfer of the Lot to a person who was not a co-occupant with the deceased Lot Occupant. For the Declarant (at its election during the Development and Sale Period) or the Board to consider this exception, the deceased Lot Occupant's co-occupant(s) shall notify the Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors within thirty (30) days of the death of a Lot Occupant who was over fifty-five (55) years of age.

(2) If a person under eighteen (18) years of age is or becomes the legal ward of a permanent Lot Occupant who is age fifty-five (55) years or older or if such person under eighteen (18) years of age is or becomes otherwise economically or medically dependent upon such permanent Lot Occupant, the Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors may waive the Time Limitations for occupancy by such underaged person, as set forth in Section 3.2(c).

(3) The Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors may consider and approve other exceptions on a case-by-case basis (e.g., for hardship situations).

(f) None of the foregoing exceptions delineated in Section 3.2(e) shall be permitted where granting such exception will result in the Association violating the Act or where granting such exception will result in the Association losing its right to enforce this Declaration or the Association's Articles of Incorporation, Bylaws or Rules and Regulations. Pursuant to the Act, it shall be the responsibility of the Association's Board of Directors to determine whether eighty (80%) percent of the Lots, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, are permanently occupied by at least one person who is age fifty-five (55) years or older.

(d) (g) The Declarant or aAny Owner, seller, builder, prospective purchaser other interested party, in writing, may request that the Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors make an exception to the requirements of this Section 3.2 with respect to his or her Lot. The Declarant (at its election during the Development and Sale Period) or the Association's Board of Directors shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy of a Lot for any proper purpose, including

but not limited to the purpose of effectuating the intent or requirements of the Act or where such occupancy would create a violation of the required percentage as set forth in Title 24, United States Code of Federal Regulations, Part 100. This authority is without limitation to any other authority that the Board of Directors may have to deny occupancy for other reasons. The Declarant (at its election during the Development and Sale Period) or the Board of Directors may, but shall not be obligated to, grant exceptions in their sole discretion, provided that the requirements for exemption from the Act would still be met.

3.3. Change in Occupancy; Notification.

In the event of any change in occupancy of any Lot (e.g., as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise,) which change results in no permanent occupant of the Lot any longer being age 55 or older, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within 10 days after a such change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, ~~regardless of whether the occupants continue to meet the requirements of this Article III,~~ in addition to all other remedies available to the Association under this Declaration and Florida law.

3.4. Monitoring Compliance; Appointment of Attorney-in-Fact.

(a) The Association shall maintain age records on all occupants of Lots. The Association shall comply with regulations issued by the United States Department of Housing and Urban Development and set forth in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, for verification of occupancy by reliable surveys and affidavits and for the maintenance of records demonstrating that at least one person who is age 55 years or older permanently occupies at least 80% of the Lots. Upon the request of the Association, all Lot Owners, Lessees and any other occupants of any particular Lot within the subdivision shall be required to cooperate with the Association in providing the reliable surveys or affidavits verifying the ages of each and every Lot's occupant or occupants as specified by Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, or any other federal or state law or regulation.

(b) The Declarant (at its election during the Development and Sale Period) or the Board of Directors shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Article III, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 3.2(d)(e), and enforcement. The Association periodically shall distributes such policies, procedures, and rules to Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request. Further, this Article III shall be published to all Lot Owners and tenants to demonstrate this Association adheres to policies and procedures intended to provide housing for persons fifty-five (55) years of age and older.

(c) In order to effectuate compliance with this provision for Age 55 and Older Housing, the Board of Directors or the Declarant (during the Development and Sale Period) is authorized and has the right to screen in advance all proposed leases, sales and other transfers of Lots and to approve

or disapprove in writing all proposed changes in occupancy of every Lot covered by this Declaration, which change has the result of rendering an owner's lot not being occupied by at least one person who is age 55 or older. No person shall occupy a Lot unless and until approved by the Board of Directors or the Declarant (during the Development and Sale Period) or such approval is waived. Notwithstanding any other provision contained herein to the contrary, the Board of Directors or the Declarant (during the Development and Sale Period) is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power.

(d) The Board is authorized to charge a screening fee against any Lot Owner to defray the Association's costs of implementing this screening and/or approval procedure(s), in an amount not to exceed to maximum amount allowed by law.

(e) Association or the Declarant (during the Development and Sale Period) shall provide written approval or disapproval of a proposed change in occupancy no later than thirty (30) business days after a completed request has been properly submitted to the Board. In the event that the Association or the Declarant (during the Development and Sale Period) does not provide a written approval or disapproval within thirty (30) business days of receipt of a completed request to the Board, the change in occupancy shall be deemed approved. In the event that a change of occupancy occurs prior to obtaining prior written approval, such occupant's or owner's request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately and permanently vacate the Lot. The Board or the Declarant (during the Development and Sale Period) may also refuse to consider approving such occupancy unless and until the unauthorized occupant first vacates the Lot.

(f) The Association shall have the power and authority to enforce this Article III in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lots, requiring copies of birth certificates, or other proof of age for each occupant of the Lot to be provided to the Board on a periodic basis, and taking action to evict or to obtain an injunction or other appropriate remedy for the removal of the occupants of any Lot which is not in compliance with the requirements and restrictions of this Article III. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER ~~UNIT~~ LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE III. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which in the judgment of the Board are reasonably necessary to monitor compliance with this Article III.

(g) Each Owner shall be responsible for ensuring compliance of its Lot with respect to occupancy of his, her or its Lot(s) with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION WHICH MAY ARISE FROM ANY AND ALL OCCUPANCY VIOLATIONS OCCURRING ON OR WITH RESPECT TO FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.

This instrument prepared by
and after recording returned to:
Diane C. Wise
Centex Homes
385 Douglas Ave., Suite 1000
Altamonte Springs, Florida 32714

Cross Reference: Declaration: Book 1682
Page 7803

SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LAKERIDGE FALLS
MANATEE COUNTY, FLORIDA

THIS **SECOND SUPPLEMENTAL DECLARATION** is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership, hereinafter referred to as the "**Declarant**". Capitalized terms used herein shall have the meaning ascribed thereto in the Original Declaration (defined below), unless otherwise defined herein.

WITNESSETH

WHEREAS, Declarant has heretofore subdivided certain real property in the residential subdivision known as LakeRidge Falls, Phase 1A, according to the plat thereof recorded in Plat Book 37, Pages 130 through 138 of the Public Records of Manatee County, Florida (herein referred to as the "**Phase 1A Plat**"), described on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "**Phase 1A Property**"); and

WHEREAS, Declarant has heretofore adopted, executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for LakeRidge Falls, dated March 5, 2001, recorded in Official Records Book 1682, Pages 7803, *et seq.*, of the Public Records of Manatee County, Florida (herein referred to as the "**Original Declaration**"), subjecting the Phase 1A Property, and other real property contained within the Phase 1A Plat, to the covenants, conditions, restrictions and easements established in the Original Declaration (the "**Property**"); and

WHEREAS, Declarant has heretofore subdivided certain real property in the residential subdivision known as LakeRidge Falls, Phase 1B, according to the plat thereof recorded in Plat Book 39, Pages 182 through 186 of the Public Records of Manatee

County, Florida (herein referred to as the "**Phase 1B Plat**", described on Exhibit "B" attached hereto and incorporated herein by reference (herein referred to as the "**Phase 1B Property**"); and

WHEREAS, Declarant has heretofore adopted, executed and recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for LakeRidge Falls, recorded in Official Records Book 1753, Pages 7699-7776 et seq, of the Public Records of Manatee County, Florida (herein referred to as the "**First Supplemental Declaration**"), subjecting the Phase 1B Property, and other real property contained within the Plat of LakeRidge Falls, Phase 1B, to the covenants, conditions, restrictions and easements established in the Original Declaration; and

WHEREAS, the purpose and intention of the Declarant in subjecting the Property to the Original Declaration was to create an exclusive planned residential community known as LakeRidge Falls on the land described on the Phase 1A Plat, and such other additional land as may be added thereto pursuant to the terms and provisions of the Original Declaration, as supplemented by the First Supplemental Declaration subjecting the Phase 1B Property to the Original Declaration, and as supplemented by this Second Supplemental Declaration; and

WHEREAS, Declarant has established a not-for-profit corporation known as LakeRidge Falls Community Association, Inc. (herein referred to as the "**Association**"), to manage, maintain, operate and control the Common Maintenance Areas and to administer and enforce the Governing Documents for the use and benefit of the Owners of Lots within the Property; and

WHEREAS, pursuant to Article X, Section 10.1 of the Original Declaration, Declarant reserved the right to amend the Original Declaration, without the consent or joinder of the Owners or the Association, to add to the Property encumbered by the Original Declaration all or any portion of the property described in Exhibit "B" of the Original Declaration as the "Land Subject to Annexation"; and

WHEREAS, Declarant is the owner of certain real property in the residential subdivision known as LakeRidge Falls, Phase 1C, according to the plat thereof recorded in Plat Book 40, Pages 132 through 137 of the Public Records of Manatee County, Florida (herein referred to as the "**Phase 1C Plat**"), described on Exhibit "C" attached hereto and incorporated herein by reference (herein referred to as the "**Phase 1C Property**"); and

WHEREAS, the Phase 1C Property is included within the property identified in the Original Declaration as the "Land Subject to Annexation", and Declarant desires to incorporate the Phase 1C Property into the Association and to subject and encumber the Phase 1C Property with the covenants, conditions, restrictions, easements and other provisions of the Original Declaration; and

WHEREAS, Declarant is the owner of Units within the Property, as described in

Exhibit "D" attached hereto and incorporated herein by reference, and retains the authority to act as the Declarant as provided in the Original Declaration.

NOW THEREFORE, Declarant declares that the Phase 1C Property is hereby annexed into the Association, and that such Phase 1C Property shall be held, sold and conveyed subject to and encumbered by the restrictions, covenants, conditions, easements and other provisions of the Original Declaration, as heretofore or hereafter amended, which shall henceforth be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Hereafter, all references to "Property" shall include both the Phase 1A Property, the Phase 1B Property and the Phase 1C Property. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

FURTHERMORE, in compliance with the requirements of Manatee County, Declarant hereby amends the Original Declaration by wholly deleting therefrom Exhibit "G", "10 Year Fiscal Program"; Exhibit "H", "Maintenance Program"; Exhibit "I", "Notice to Buyers"; and Exhibit "J", "List of Holdings", and does hereby adopt and replace said exhibits with the following exhibits attached hereto and incorporated herein by reference: **Exhibit "G"**, "10 Year Fiscal Program, Second Revised"; **Exhibit "H"**, "Maintenance Program, Second Revised"; **Exhibit "I"**, "Notice to Buyers, Second Revised"; and **Exhibit "J"**, "List of Holdings, Second Revised".

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf as of this 28th day of JUNE, 2002.

WITNESS:

DECLARANT:

CENTEX HOMES, a Nevada general partnership

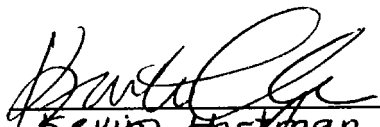
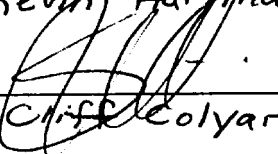
By: Centex Real Estate Corporation,
a Nevada corporation, its managing
general partner

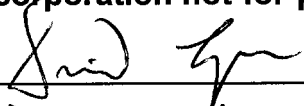
By: Michael J. Belmont
Michael J. Belmont, Division President

Jeffrey Murray
Kevin Hartman

ASSOCIATION:

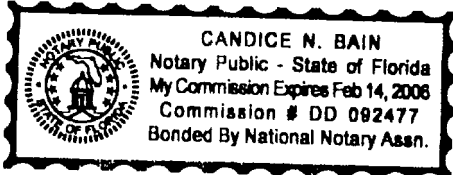
**LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.,**
a Florida corporation not-for-profit

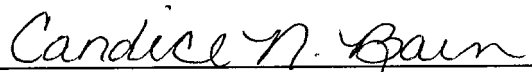

Kevin Hartman

Cliff Colyar

By: Name: DAVID LEPOWTitle: Vice President

STATE OF FLORIDA §
COUNTY OF SARASOTA §

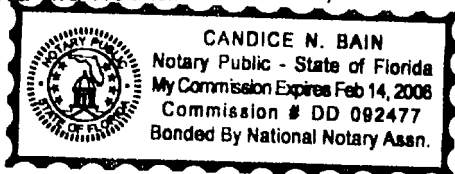
The foregoing instrument was acknowledged before me this 28th day of June, 2002, by MICHAEL J. BELMONT, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of **CENTEX HOMES**, a Nevada general partnership, who is personally known to me or who produced a valid Florida driver's license as identification, and did not take an oath, on behalf of such corporation.




Notary Public, State of Florida
Notary's Name Printed:
CANDICE N. BAIN
My Commission Expires: 2-14-06

STATE OF FLORIDA §
COUNTY OF SARASOTA §

The foregoing instrument was acknowledged before me this 28th day of June, 2002, by David Lepow Vice President of **LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit, who is personally known to me or who produced a valid Florida driver's license as identification, and did not take an oath, on behalf of such corporation.



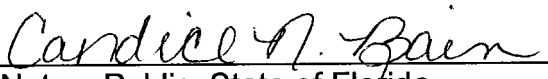

Notary Public, State of Florida
Notary's Name Printed:
CANDICE N. BAIN
My Commission Expires: 2-14-06

EXHIBIT "A"

PHASE 1A PROPERTY

The following tracts of real property are residential building site Lots or Common Area Tracts within the residential subdivision known as **LAKERIDGE FALLS, PHASE 1A**, according to the plat thereof recorded in Plat Book 37, Pages 130 through 138, of the Public Records of Manatee County, Florida, to-wit:

Lots 1 through 3, Block "A";
Lots 1 through 30, Block "B";
Lots 1 through 21, Block "E";
Lots 1 through 19, Block "F";
Lots 1 through 27, Block "G";
Lots 1 through 22, Block "H";
Lots 1 through 24, Block "I"; and
Tracts 300, 500, 501, 502, 503, 504, 505, 506, 507, 600, 601, 602,
604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617,
618 and 800.

EXHIBIT "B"

PHASE 1B PROPERTY

The following tracts of real property are residential building site Lots or Common Area Tracts within the residential subdivision known as **LAKERIDGE FALLS, PHASE 1B**, according to the map or plat thereof recorded in Plat Book 39, Pages 182 through 186, of the Public Records of Manatee County, Florida, to-wit:

Lots 31 through 32, Block "B";
Lots 1 through 29, Block "C";
Lots 1 through 20, Block "D";
Lots 1 through 34, Block "J";
Lots 1 through 28, Block "I"; and
Tracts 301, 302, 508, 509, 619, 620, 621, 622, 623, 624 and 801.

EXHIBIT "C"

PHASE 1C PROPERTY

The following tracts of real property are residential building site Units or Common Area Tracts within the residential subdivision known as **LAKERIDGE FALLS, PHASE 1C**, according to the map or plat thereof recorded in Plat Book _____, Pages _____ through _____, of the Public Records of Manatee County, Florida, to-wit:

Units 1 through 4, Block "1";
Units 1 through 4, Block "2";
Units 1 through 4, Block "3";
Units 1 through 4, Block "4";
Units 1 through 4, Block "5";
Units 1 through 4, Block "6";
Units 1 through 4, Block "7";
Units 1 through 4, Block "8";
Units 1 through 4, Block "9";
Units 1 through 4, Block "10";
Units 1 through 6, Block "11";
Units 1 through 4, Block "12";
Units 1 through 4, Block "13";
Units 1 through 4, Block "14";
Units 1 through 4, Block "15";
Units 1 through 4, Block "16";
Units 1 through 4, Block "17";
Units 1 through 4, Block "18";
Units 1 through 4, Block "19";
Units 1 through 4, Block "20";
Units 1 through 4, Block "21";
Units 1 through 4, Block "22";
Units 1 through 4, Block "23";
Units 1 through 4, Block "24";
Units 1 through 4, Block "25";
Units 1 through 4, Block "26";
Units 1 through 4, Block "27";
Units 1 through 4, Block "28";
Units 1 through 4, Block "29";
Units 1 through 4, Block "30";
Units 1 through 4, Block "31";
Units 1 through 6, Block "32";
Units 1 through 6, Block "33"; and
Tracts 303 Private R-O-W, 510, 511, 512, 513, 514, 515, 625, 626,
627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639,
640, 641, 642, 643, 644, 645, 701, 702, 703, 704, 705, 706, 707,
708, 709, 710, 711, 712, 713, 714, 715, 716 and 717.

EXHIBIT "D" (continued)

PROPERTY OWNED BY DECLARANT

The following tracts of real property are residential building site Lots or Common Area Tracts owned by the Declarant at the time this Supplemental Declaration was recorded within the residential subdivision known as **LAKERIDGE FALLS, PHASE IA**, according to the map or plat thereof recorded in Plat Book 37, Pages 130 through 138, of the Public Records of Manatee County, Florida, to-wit:

Lots 1 through 3 and Lots _____, Block "A";
 Lots 1 through 4 and Lots 7, 13-23, 27-30, Block "B";
 Lots 1 through 8 and Lots 15, 16, 17, Block "E";
 Lots 5 through 7 and Lots 9, 12, 13, 15, 16, 17, 19, Block "F";
 Lots 1 through 5 and Lots 8, 10-12, 15-21, 23, Block "G"; 25-27
 Lots 17 through 22 and Lots _____, Block "H";
 Lots 1 through 8 and Lots 11, 13, 17-24, Block "I"; and
 Tracts 300, 500, 501, 502, 503, 504, 505, 506, 507, 600-618, 800.

EXHIBIT "D" continued

PROPERTY OWNED BY DECLARANT

The following tracts of real property are residential building site Lots or Common Area Tracts owned by the Declarant at the time this Supplemental Declaration was recorded within the residential subdivision known as **LAKE RIDGE FALLS, PHASE IB**, according to the map or plat thereof recorded in Plat Book 39, Pages 182 through 186, of the Public Records of Manatee County, Florida, to-wit:

Lots 31 through 32, Block "B";
 Lots 1 through 29, Block "C";
 Lots 1 through 20, Block "D";
 Lots 25 ~~through~~, Block "I";
 Lots 1 through 26, Block "J";
 Lots 1 through 28, Block "K"; and
 Tracts 301, 302, 508, 509, 619, 620, 621, 622, 623, 624, 801

EXHIBIT "D" continued

PROPERTY OWNED BY DECLARANT

The following tracts of real property are residential building site Units or Common Area Tracts owned by the Declarant at the time this Supplemental Declaration was recorded within the residential subdivision known as **LAKE RIDGE FALLS, PHASE IC**, according to the map or plat thereof recorded in Plat Book _____, Pages _____ through _____, of the Public Records of Manatee County, Florida, to-wit:

Units 1 through 4, Block "1";
 Units 1 through 4, Block "2";
 Units 1 through 4, Block "3";
 Units 1 through 4, Block "4";
 Units 1 through 4, Block "5";
 Units 1 through 4, Block "6";
 Units 1 through 4, Block "7";
 Units 1 through 4, Block "8";
 Units 1 through 4, Block "9";
 Units 1 through 4, Block "10";
 Units 1 through 6, Block "11";
 Units 1 through 4, Block "12";
 Units 1 through 4, Block "13";
 Units 1 through 4, Block "14";
 Units 1 through 4, Block "15";
 Units 1 through 4, Block "16";
 Units 1 through 4, Block "17";
 Units 1 through 4, Block "18";
 Units 1 through 4, Block "19";
 Units 1 through 4, Block "20";
 Units 1 through 4, Block "21";
 Units 1 through 4, Block "22";
 Units 1 through 4, Block "23";
 Units 1 through 4, Block "24";
 Units 1 through 4, Block "25";
 Units 1 through 4, Block "26";
 Units 1 through 4, Block "27";
 Units 1 through 4, Block "28";
 Units 1 through 4, Block "29";
 Units 1 through 4, Block "30";
 Units 1 through 4, Block "31";
 Units 1 through 6, Block "32";
 Units 1 through 6, Block "33"; and

Tracts 303, 510, 511, 512, 513, 514, 515,
700, 701, 702, 703, 704, 705, 706, 707, 708,
709, 710, 711, 712, 713, 714, 715, 716, 717, 625,
626, 627, 628, 629, 630, 631, 632, 633, 634,
635, 636, 637, 638, 639, 640, 641, 642, 643,
644, 645, 646, 647, 648, 649

EXHIBIT G
10 YEAR FISCAL PROGRAM
Annual Community Association Budget

LakeRidge Falls Community Association

	Projected Total Budget Completed Community	Monthly Assessment (3)		
		Stirling Falls	Victoria Falls	Garden Villas
Management & Administrative	\$ 49,150	\$ 11	\$ 11	\$ 11
Cable Television	\$ 57,600	\$ 12	\$ 12	\$ 12
Gate House Staffing (1)	\$ 92,800	\$ 19	\$ 19	\$ 19
Landscaping/Community Maintenance	\$ 340,620	\$ 71	\$ 71	\$ 71
Landscaping Maintenance/Neighborhood (2)	\$ 370,000	\$ 101	\$ 67	\$ 58
Fitness & Social Club	\$ 124,900	\$ 26	\$ 26	\$ 26
Contingency/Reserve (Includes community road maint)	\$ 93,400	\$ 12	\$ 16	\$ 30
Total Budget	\$ 1,128,470	\$ 252	\$ 222	\$ 227
Less Gate House Staffing	\$ 92,800	\$ 19	\$ 19	\$ 19
Less Fitness & Social Club	\$ 124,900	\$ 26	\$ 26	\$ 26
Current 2001 Budget *	\$ 910,770	\$ 207	\$ 177	\$ 182
Projected 2002 Budget *	\$ 1,035,670	\$ 233	\$ 203	\$ 208
Projected 2003-2011 Budget *	\$ 1,128,470	\$ 252	\$ 222	\$ 227

(1) Gatehouse staffing will occur upon 50% build out of the community or the 201st closed home.

(2) Includes mowing, edging, fertilizing and pesticide spraying of lawns; weeding; maintenance of irrigation system; sod replacement.

(3) Association Dues will be prepaid Quarterly. Dues will be prorated for the current quarter at the time of closing.

A one-time Capital Contribution of \$500 will be collected at closing.

***NOTICE : CHARGES SHOWN ON THIS DISCLOSURE ARE THOSE IN EFFECT ON THE DATE OF RECORDING. ALL CHARGES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING THE ASSOCIATION, EACH OWNER IS RESPONSIBLE FOR THE PROPERTY TAXES AND USER FEES CHARGED BY THE CITY, COUNTY, STATE OR SPECIAL TAX DISTRICT UTILITIES.**

EXHIBIT H

MAINTENANCE PROGRAM

It is anticipated that the budgetary information submitted for the first ten years of operations will provide for adequate funds to maintain and operate the facilities provided by Developer.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Protective Covenants, Conditions, Easements and Restrictions to which each lot is subject.

The maintenance of the open space areas, depicted on the plat, will include appropriate routine mowing, tree trimming, pest and weed control, irrigation repair, plant trimming and replacement and lake cleaning and treatment.

The lake areas require continual inspection and maintenance, provision for which has been made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District * and Manatee County. The above permit conditions are regulated and performed by the Lakeridge Falls Community Association, Inc., to which the Declaration is subject.

In all events, a program is being established and will be established respecting all areas of the Subdivision, so as to assure compliance with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

* Southwest Florida Water Management District Permit # 4311732.003- The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following Schedule.

For systems utilizing effluent filtration or exfiltration, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

EXHIBIT I

NOTICE TO BUYERS

To the Purchasers of Lots in Lakeridge Falls, a subdivision, Manatee County, Florida:

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

- 1.) The Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls, 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 Lakeridge Falls Community Association, Inc., a Florida 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.) Lakeridge Falls Community 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 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 for the first ten years is attached as Exhibit "G".
- 4.) Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown in the Final Site Plan for Lakeridge Falls phase 1C (aka University Commons Phase 1C), a Subdivision. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the Lakeridge Falls Community 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. A "Tree Planting Summary", which defines requirements for approved Subdivision tree installation, is attached hereto as "Attachment A".
- 5.) Section 4.1, Paragraph (gg) of the Manatee County Land Development code states:

"Landscaping Local Residential Streets: Each property owner shall plant, within twenty-five (25) feet of the right-of-way of each local street, prior to Certificate of Occupancy, one canopy tree meeting the requirements of Section 715.10.5 of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement.

The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chose. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph. Palm trees may be utilized, when grouped at lease two (2) together to count as one (1) canopy tree. Responsibility for installation and maintenance is each property owner's. In the event a street tree dies or is removed, the owner of the lot is responsible to replace the tree within thirty (30) days."

Initial street tree 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.

- 6.) See Attachment "B" Roadway Disclosure

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Developer.

REQUIRED TREES – PLANTING SUMMARY

Attachment "A"

Lakeridge Falls Phase 1C

Tree Planting Location Summary

Type: Oak Location: Front Yard
("Street Tree", "Replacement Tree")

Planting Location Block / Lot Number	D.B.H. Size			
	21/2"	3"	4"	6"
Block "1"				
1+2		1		
3+4		1		
Block "2"				
1+2		1		
3+4		1		
Block "3"				
1+2		1		
3+4		1		
Block "4"				
1+2		1		
3+4		1		
Block "5"				
1+2		1		
3+4		1		
Block "6"				
1+2		1		
3+4		1		
Block "7"				
1+2		1		
3+4		1		

Planting Location Block / Lot Number	D.B.H. Size			
	21/2"	3 "	4"	6"
Block "18"				
1+2		1		
3+4		1		
Block "19"				
1+2		1		
3+4		1		
Block "20"				
1+2		1		
3+4		1		
Block "21"				
1+2		1		
3+4		1		
Block "22"				
1+2		1		
3+4		1		
Block "23"				
1+2		1		
3+4		1		
Block "24"				
1+2		1		
3+4		1		
Block "25"				
1+2		1		

Block "8"				
1+2		1		
3+4		1		
Block "9"				
1+2		1		
3+4		1		
Block "10"				
1+2		1		
3+4		1		
Block "11"				
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3+4		1		
5+6		1		
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3+4		1		
Block "13"				
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3+4		1		
Block "14"				
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3+4		1		
Block "15"				
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3+4		1		
Block "16"				
1+2		1		

3+4		1		
Block "26"				
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3+4		1		
Block "27"				
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3+4		1		
Block "28"				
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3+4		1		
Block "29"				
1+2		1		
3+4		1		
Block "30"				
1+2		1		
3+4		1		
Block "31"				
1+2		1		
3+4		1		
Block "32"				
1+2		1		
3+4		1		
5+6		1		
Block "33"				
1+2		1		
3+4		1		
5+6		1		

3+4		1		
Block "17"				
1+2		1		
3+4		1		

REQUIRED TREES – PLANTING SUMMARY

Attachment "A"

Lakeridge Falls Phase 1C

TREE REMOVAL & REPLACEMENT SCHEDULE Lakeridge Falls Residential Phases

Existing Trees To Be Removed	D.B.H. Size			TTL
	4" - 15"	16" - 30"	Over 30"	
Oak	844	72	7	923
Total Replacement	844	144	21	1009
Trees Required (all Phases 1A - 1C)	(@ 3" Cal)	(@5" Cal)	(@7" Cal)	(or 3,399" ttl Cal)

Replacement Trees Provided Phase 1C	D.B.H. Size			
	2 1/2"	3"	4"	6"
Oak		69		
Total Replacement Caliper Provided		(207" ttl Cal)		

Notes:

(Trees saved on site may be used toward this requirement. Preliminary plan calls for worst case tree removal.)
Remainder of 1009 trees (or 3,399" cal) will be planted in common areas and landscape buffers. Current number of replacement trees ("street trees") remaining for installation on lots in future phases = 0 (or all Cal will be complete with this phase construction of residences).

The difference between the number and cal of replacement trees ("street trees") will be covered through the installation of landscape buffers and common area plantings. (see table)

Replacement Tree Installation				
TTL #/Cal required		# 1009 3,399" cal		
	Lots/Homes		Common Areas/Buffers	
	#	Cal	#	Cal
Phase 1A	146	438"	*	*
Phase 1B	115	345"	*	*
Phase 1C	138	207"	*	*
* Will vary by phase according to landscape plan. Total Cal will meet or exceed 3,399"				

Attachment "B"
Lakeridge Falls

ROADWAY DISCLOSURES

There are currently two (2) parcels of land located south of the LakeRidge Falls. One has already been developed as a shopping center and the other is currently zoned commercial. The private roadways within LakeRidge Falls are required under the development approvals to be connected to the parking and roadway systems serving both of these parcels. It is intended that an electronic gate will be installed at the entrance to the Community at each of these access points. Of course, no assurance can be given that these gates cannot be circumvented or compromised or that the existence of the gates will prevent unpermitted access to the Community.

All access points to the LakeRidge Falls on Tuttle Avenue, with the exception of one proposed traffic signal located approximately one-quarter (1/4) mile north of University Parkway (at the proposed Broadway intersection as shown in the records of Manatee County planning Department), and southbound directional left at the main community entryway (indicated as proposed LakeRidge Boulevard on the Plat), may be restricted to right-in and right-out traffic in the future. Manatee County has specifically reserved the right to close the southbound directional left at the main Community entryway (indicated as proposed LakeRidge Boulevard on the Plat), if warranted by correctable accident experience.

An easement has been reserved in favor of the LakeRidge Falls Community Association, Inc. at Vintage Drive as shown on the Plat. The Association has the right (but not the obligation) to create an access to and from Lockwood Ridge Road at this point.

Manatee County reserves the right and authority to modify roadways and access points to, in and adjacent to the LakeRidge Falls. In this regard, there is currently a proposal for the widening of Lockwood Ridge Road. Centex Homes does not and can not represent or warrant the status or configuration of roadways or access points as these may be widened, relocated, closed or otherwise modified in the future.

EMERGENCY ACCESS DISCLOSURE

An emergency Access easement, labeled as Tract 621 on the Plat for LakeRidge Falls (phase 1B), has been created between Lots 20 and 21 in Block J and Lots 2 and 3 of Block D. In addition, a gated emergency access tract, labeled as Tract 620 on the Plat(phase 1B), has been created at the northeast end of Kariba Lake Terrace between Lot 1 of Block K and Lot 34 of Lot J. The purpose of these areas is to provide access for emergency vehicles into LakeRidge Falls and circulation for these emergency vehicles within the Community.

SARASOTA MAILING ADDRESS DISCLOSURE

LakeRidge Falls has currently been assigned a Sarasota mailing address and zip code, even though LakeRidge Falls is located within Manatee County. Of course, the United States Postal Service reserves the right to change this designation at any time and from time to time.

EXHIBIT J**LIST OF HOLDINGS,
OF LAKERIDGE FALLS, A SUBDIVISION**

The following is a list of holdings of Lakeridge Falls, a Subdivision, presently under construction, to be completed by the Developer, to-wit:

- 1.) Tract 300: Consists of 527,822 square feet (MOL) designated as private road right of way, public drainage and utility easement.
- 2.) Tract 301: Consists of 95,091 square feet (MOL) designated as private road right of way, public drainage and utility easement.
- 3.) Tract 302: Consists of 85,254 square feet (MOL) designated as private road right of way, public drainage and utility easement.
- 4.) Tract 303: Consists of 105,334 square feet (MOL) designated as private road right of way, public drainage and utility easement.
- 5.) Tract 500: Consists of 42,447 square feet (MOL) designated as private drainage area and public flowage easement.
- 6.) Tract 501: Consists of 293,040 square feet (MOL) designated as private drainage area and public flowage easement.
- 7.) Tract 502: Consists of 61,457 square feet (MOL) designated as private drainage area and public flowage easement.
- 8.) Tract 503: Consists of 48,743 square feet (MOL) designated as private drainage area and public flowage easement.
- 9.) Tract 504: Consists of 90,926 square feet (MOL) designated as private drainage area and public flowage easement.
- 10.) Tract 505: Consists of 588,683 square feet (MOL) designated as private drainage area and public flowage easement.
- 11.) Tract 506: Consists of 72,975 square feet (MOL) designated as private drainage area and public flowage easement.
- 12.) Tract 507: Consists of 8,151 square feet (MOL) designated as public drainage area and public flowage easement.
- 13.) Tract 508: Consists of 102,558 square feet (MOL) designated as public drainage area and public flowage easement.
- 14.) Tract 509: Consists of 113,168 square feet (MOL) designated as public drainage area and public flowage easement.
- 15.) Tract 510: Consists of 111,588 square feet (MOL) designated as public drainage area and public flowage easement.
- 16.) Tract 511: Consists of 141,113 square feet (MOL) designated as public drainage area and public flowage easement.
- 17.) Tract 512: Consists of 116,786 square feet (MOL) designated as public drainage area and public flowage easement.
- 18.) Tract 513: Consists of 75,470 square feet (MOL) designated as public drainage area and public flowage easement.
- 19.) Tract 514: Consists of 67,407 square feet (MOL) designated as public drainage area and public flowage easement.
- 20.) Tract 515: Consists of 148,729 square feet (MOL) designated as public drainage area and public flowage easement.
- 21.) Tract 600: Consists of 4,812 square feet (MOL) designated as private common area, private drainage and utility easement, public flowage easement and maintenance and access easement.
- 22.) Tract 601: Consists of 3,851 square feet (MOL) designated as private common area, private drainage and utility easement, public flowage easement and maintenance and access easement..
- 23.) Tract 602: Consists of 19,003 square feet (MOL) designated as private common area, ingress & egress easement and maintenance access easement.
- 24.) Tract 603: Consists of 15,364 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.

- 25.) Tract 604: Consists of 5,667 square feet (MOL) designated as private common area and maintenance access easement.
- 26.) Tract 605: Consists of 2,614 square feet (MOL) designated as private common area and maintenance access easement.
- 27.) Tract 606: Consists of 22,234 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 28.) Tract 607: Consists of 9,117 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 29.) Tract 608: Consists of 4,363 square feet (MOL) designated as public utility easement and private landscape easement.
- 30.) Tract 609: Consists of 17,012 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 31.) Tract 610: Consists of 19,292 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 32.) Tract 611: Consists of 85,824 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 33.) Tract 612: Consists of 3,934 square feet (MOL) designated as private common area, private drainage and utility easement, private landscape easement, public flowage easement and maintenance access easement.
- 34.) Tract 613: Consists of 3,034 square feet (MOL) designated as private common area, private drainage and utility easement, private landscape easement, public flowage easement and maintenance access easement.
- 35.) Tract 614: Consists of 48,765 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 36.) Tract 615: Consists of 8,969 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 37.) Tract 616: Consists of 45,025 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 38.) Tract 617: Consists of 21,751 square feet (MOL) designated as private common area and maintenance access easement.
- 39.) Tract 618: Consists of 15,402 square feet (MOL) designated as private common area, private landscape easement and maintenance access easement.
- 40.) Tract 619: Consists of 1,922 square feet (MOL) designated as emergency access easement.
- 41.) Tract 620: Consists of 1,264 square feet (MOL) designated as emergency access easement.
- 42.) Tract 621: Consists of 11,798 square feet (MOL) designated as emergency access easement.
- 43.) Tract 622: Consists of 34,256 square feet (MOL) designated as private common area and maintenance access easement.
- 44.) Tract 623: Consists of 10,073 square feet (MOL) designated as private common area and maintenance access easement.
- 45.) Tract 624: Consists of 191,074 square feet (MOL) designated as private common area and maintenance access easement.
- 46.) Tract 625: Consists of 22,151 square feet (MOL) designated as private common area and maintenance access easement.
- 47.) Tract 626: Consists of 4,030 square feet (MOL) designated as private common area and maintenance access easement.
- 48.) Tract 627: Consists of 1,909 square feet (MOL) designated as private common area and maintenance access easement.
- 49.) Tract 628: Consists of 1,909 square feet (MOL) designated as private common area and maintenance access easement.
- 50.) Tract 629: Consists of 9,641 square feet (MOL) designated as private common area and maintenance access easement.
- 51.) Tract 630: Consists of 13,426 square feet (MOL) designated as private common area and maintenance access easement.
- 52.) Tract 631: Consists of 62,572 square feet (MOL) designated as private common area and maintenance access easement.

OCT 22 2002

- 53.) Tract 632: Consists of 7,885 square feet (MOL) designated as private common area and maintenance access easement.
- 54.) Tract 633: Consists of 10,344 square feet (MOL) designated as private common area and maintenance access easement.
- 55.) Tract 634: Consists of 13,426 square feet (MOL) designated as private common area and maintenance access easement.
- 56.) Tract 635: Consists of 18,240 square feet (MOL) designated as private common area and maintenance access easement.
- 57.) Tract 636: Consists of 40,980 square feet (MOL) designated as private common area and maintenance access easement.
- 58.) Tract 637: Consists of 47,412 square feet (MOL) designated as private common area and maintenance access easement.
- 59.) Tract 638: Consists of 6,982 square feet (MOL) designated as private common area and maintenance access easement.
- 60.) Tract 639: Consists of 5,430 square feet (MOL) designated as private common area and maintenance access easement.
- 61.) Tract 640: Consists of 6,634 square feet (MOL) designated as private common area and maintenance access easement.
- 62.) Tract 641: Consists of 39,212 square feet (MOL) designated as private common area and maintenance access easement.
- 63.) Tract 642: Consists of 4,689 square feet (MOL) designated as private common area and maintenance access easement.
- 64.) Tract 643: Consists of 3,503 square feet (MOL) designated as private common area and maintenance access easement.
- 65.) Tract 644: Consists of 4,450 square feet (MOL) designated as private common area and maintenance access easement.
- 66.) Tract 645: Consists of 33,585 square feet (MOL) designated as private common area and maintenance access easement.
- 67.) Tract 646: Consists of 18,561 square feet (MOL) designated as private common area and maintenance access easement.
- 68.) Tract 647: Consists of 5,603 square feet (MOL) designated as private common area and maintenance access easement.
- 69.) Tract 648: Consists of 4,925 square feet (MOL) designated as private common area and maintenance access easement.
- 70.) Tract 649: Consists of 143,209 square feet (MOL) designated as private common area and maintenance access easement.
- 71.) Tract 700: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 72.) Tract 701: Consists of 2,540 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 73.) Tract 702: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 74.) Tract 703: Consists of 2,540 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 75.) Tract 704: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 76.) Tract 705: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 77.) Tract 706: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 78.) Tract 707: Consists of 2,940 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 79.) Tract 708: Consists of 2,205 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 80.) Tract 709: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.

- 81.) Tract 710: Consists of 2,540 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 82.) Tract 711: Consists of 2,286 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 83.) Tract 712: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 84.) Tract 713: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 85.) Tract 714: Consists of 1,905 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 86.) Tract 715: Consists of 1,904 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 87.) Tract 716: Consists of 2,539 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 88.) Tract 717: Consists of 1,904 square feet (MOL) designated as drainage, utility, and maintenance access easement.
- 89.) Tract 800: Consists of 262,890 square feet (MOL) designated as Conservation Easement, Private Preservation/Mitigation Area and Public Flowage Easement.
- 90.) Tract 801: Consists of 376,457 square feet (MOL) designated as Upland preserve area.

It is contemplated that the Association will, upon turnover of the Association, take title to the above-described common areas and use and maintain the same pursuant to the Restrictions respecting said Subdivision and the Land Development Code of Manatee County.

Minimum requirements for Landscape Buffers may be found on Final Site Plan Z-89-46(R3)#FSP-00-50

PG 4 of 4

Prepared by and
return to:
Douglas C. Roland, Esq.
Bricklemeyer, Smolker & Bolves
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LAKERIDGE FALLS**

WHEREAS, CENTEX HOMES, a Nevada general partnership is the Declarant of the Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls recorded in Official Record Book 1682, Page 7803, et seq.; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls recorded in Official Record Book 1744, Page 4918, et seq.; and that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls recorded in Official Record Book 1753, Page 7699, et seq.; and as amended by that certain Certificate of Amendments to the Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls, recorded in Official Record Book 1758, Page 4434, et seq.; and as amended by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls, recorded in Official Record Book 1780, Page 3550, et seq., all of the public records of Manatee County, Florida (collectively the "Declaration"); and

WHEREAS, pursuant to Article XXII, Section 22.1 of the Declaration, Declarant has the right to amend unilaterally the Declaration, without the necessity of any joinder, vote or consent by any Owner or any other person or entity. Declarant hereby amends the Declaration as follows:

ARTICLE VI - Maintenance and Repair

Section 6.1(a) is hereby amended to read as follows:

"6.1 Maintenance of Lots.

(a) Each Owner must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Supplemental Declaration or additional covenants applicable to such Lot.

The Community consists of single-family detached dwellings, and two types of attached dwellings. The attached dwellings are either two units (the "Villas") or four units (the Quads").

ARTICLE IX - Association Finances

Section 9.2 is hereby amended to read as follows:

"9.2 Budgeting for Reserves.

The Board shall prepare and review separate reserve budgets for the Common Maintenance Area and for each Service Area for which the Association maintains capital items as a Limited Common Expense which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board shall include in the Common Expense budget adopted pursuant to Section 9.1(a), or the Service Area budgets adopted pursuant to Section 9.1(b), as appropriate, a capital contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period.

Reserve funds shall be held in a separate account or accounts from the operating and other funds of the Association. Reserve funds collected for each Service Area shall be segregated from reserves collected for Common Maintenance Areas or other Service Areas. Any reserve funds set aside for roof replacement shall be applicable only to Quads.

The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period."

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 17th day of February, 2004.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation,
its Managing general partner

By: Michael J. Belmont
Michael J. Belmont, Division President

Date: Feb 17, 2004

Address: Centex Homes
10210 Highland Manor Drive, Suite 100A
Tampa, Florida 33610

WITNESSES:

Lucie R. Guley
Print name: Lucie R. Guley

Bonnie Brannen
Print name: Bonnie Brannen

[CORPORATE SEAL]

STATE OF Florida)
) §.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 17th day of Feb., 2004, by Michael J. Belmont, as Division President, of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. He did not take an oath.

Candice N. Bain
NOTARY PUBLIC
State of FL at Large [SEAL]

My Commission Expires: 2-14-06



Re-recording to
correct the county

Prepared by and return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008151994 6 PGS
2008 NOV 20 09:29 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#1109065



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKERIDGE FALLS**

**BYLAWS
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions and Restrictions of LAKERIDGE FALLS (which Declaration is originally recorded at Official Records Book 1682, Page 7803 et seq. of the Public Records of Manatee County, Florida) and to the Bylaws of LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC. (herein, "the Association"), which are recorded as an Exhibit to that Declaration, were approved and adopted at the Annual Meeting of the Association held on February 7, 2008 and reconvened on May 1, 2008 by a combination of an owner vote at those meetings and by subsequent written consent of the owners which is permitted by Section 22.2 of the Declaration. As to the Declaration amendments, they were approved by the affirmative vote and written consent of not less than seventy-five percent (75%) of the Association's total voting interests, as required by Section 22.2 of the Declaration of Covenants, Conditions and Restrictions. As to the Bylaws, the amendments were approved by not less than sixty-seven percent (67%) of the Association's total voting interests, as required for adoption by Section 6.6(b) of the Bylaws.

DATED this 1st day of October, 2008.

Witnesses:

LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

sign: [Signature]
print: FUAD S. NUWAYDIR
sign: [Signature]
print: Judy Colvin
sign: [Signature]
print: FUAD S. NUWAYDIR
sign: [Signature]

By: [Signature]
Grover Young, President

Attest: [Signature]
Chuck Hall, Secretary

Prepared by and return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CORRECTIVE CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKERIDGE FALLS
BYLAWS
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

We, the undersigned officers of LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC., (herein "Association") hereby certify that the attached amendments to the Declaration of Covenants, Conditions and Restrictions for Lakeridge Falls, a Subdivision (which Declaration is originally recorded at Official Records Book 1682, Page 7803 et seq. of the Public Records of Manatee County, Florida) and to the Bylaws of the Association, which were adopted as an Exhibit to that Declaration, were approved and adopted at the Annual Meeting of the Association held on February 7, 2008 and reconvened on May 1, 2008 by a combination of an owner vote at those meetings and by subsequent written consent of the owners which is permitted by Section 22.2 of the Declaration. As to the Declaration amendments, they were approved by the affirmative vote and written consent of not less than seventy-five percent (75%) of the Association's total voting interests, as required by Section 22.2 of the Declaration. As to the Bylaws, the amendments were approved by owners of not less than sixty-seven percent (67%) of the Association's total voting interests, as required for adoption by Section 6.6(b) of the Bylaws. This Certificate corrects, replaces and supersedes the Certificate of Amendment recorded at Official Records Book 2281, Page 1892 et seq. of the Public Records of Manatee County, Florida on December 4, 2008 and relates back to the date of that Certificate which incorrectly depicted the amendments which were adopted by the Association.

Witnesses:

LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

sign: Eleanor Cate
print: Eleanor Cate

By: Grover Young
Grover Young, President

sign: Barbara Frankousky
print: Barbara Frankousky

sign: Eleanor Cote

print: Eleanor Cote

Attest: Chuck Hall
 Chuck Hall, Secretary
 Chuck Hall

sign: Barbara Frankovsky

print: Barbara Frankovsky

STATE OF FLORIDA
 COUNTY OF MANATEE

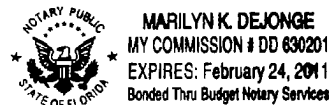
The foregoing instrument was acknowledged before me this 16th day of December 2008, by Grover Young as President of Lakeridge Falls Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Marilyn K DeJonge
 print Marilyn K DeJonge
 State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
 COUNTY OF MANATEE

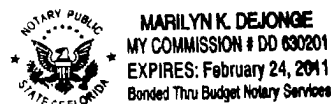


The foregoing instrument was acknowledged before me this 16th day of December 2008, by Chuck Hall as Secretary of Lakeridge Falls Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Marilyn K DeJonge
 print Marilyn K DeJonge
 State of Florida at Large (Seal)

My Commission expires



AMENDMENTS

**TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKERIDGE FALLS, A SUBDIVISION**

AND TO THE

**BYLAWS OF
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

[Additions are indicated by underline. Deletions are stricken.]

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKERIDGE FALLS**

...

Article I Creation of the Community

...

1.2. Binding Effect.

...

This Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of the Declarant and the Members to amend it as provided in Article XXII. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 67% ~~75%~~ of the Lots agreeing to terminate this Declaration is recorded. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. This section does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.

...

Article V Architecture and Landscaping

...

5.2. Architectural Review.

...

(b) Architectural Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARB, shall assume jurisdiction over architectural matters. When appointed, the ARB shall consist of five, seven, or nine members ~~at least three, but not more than five, persons~~. Members of the ARB shall need not ~~shall~~ be Members of the Association ~~or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish~~. The ARB members shall serve and may be removed and replaced at ~~in~~ the Board's discretion.

~~Unless and until such time as Declarant delegates any of its reserved rights to the ARB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.~~

...

Article VI Maintenance and Repair

6.1. Maintenance of Lots.

(a) Each Owner must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Supplemental Declaration or additional covenants applicable to such Lot.

The Community consists of single family detached dwellings, and three (3) ~~two~~ types of attached dwellings. The attached dwellings are either two units (the "Villas"), ~~or~~ four units (the "Quads"), or six units.

...

Article VIII Association Powers and Responsibilities

8.2. Maintenance of Common Maintenance Areas.

...

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as the

Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least 67% ~~75%~~ of the Class "A" votes agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). ~~Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.~~

...

Article IX Association Finances

9.1. Budgeting and Allocating Common Expenses.

...

The Board shall send a summary of the proposed budget and notice of the Regular Assessment to be levied pursuant to such budget to each Owner at least 30 days prior to the effective date of the budget. The budget and assessment shall automatically take effect on such date unless disapproved at a meeting by Members representing 67% ~~75%~~ of the total Class "A" votes ~~and by the Declarant during the Development and Sale Period~~. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 2.5 of the By-Laws. Any such petition must be presented to the Board within 14 days after mailing of the budget and notice of the Regular Assessment.

...

9.2. Budgeting for Reserves.

...

Reserve funds shall be held in a separate account or accounts from the operating and other funds of the Association. Reserve funds collected for each Service Area shall be segregated from reserves collected for Common Maintenance Areas or other Service Areas. ~~Any reserve funds set aside for roof replacement shall be applicable only to Quads.~~

...

Article XXII Amendment of Declaration

...

22.2. By the Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% ~~75%~~ of the

Association's total Class "A" votes. ~~In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment.~~ The approval requirements set forth in Article XVIII also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

...

**BYLAWS
OF
LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

Article III Board of Directors: Selection, Meetings, Powers

A. Composition and Selection

3.1. Governing Body; Composition

The Board of Directors shall govern the Association's affairs. Each director shall have one vote. Directors shall need not be Owners Members or residents of the Community. A director must be at least 18 years old. In the case of a Member who is not an individual, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, however, no more than one such representative of any Member, nor more than one occupant of any Lot, shall serve on the Board at a time ~~except in the case of directors the Class "B" Member appoints.~~

Article IV Officers

4.1. Officers.

The Association's officers shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be Board members. ~~The officers may, but need not, be Board members, Owners, or residents of the Community; however, so long as there is a Class "B" membership, the appointment of officers who are not residents of the Community shall require the prior written consent of the Class "B" Member.~~ The Board may appoint such non-voting other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Prepared by and return to:
 Daniel J. Lobeck, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, Florida 34237
 (941) 955-5622 (Telephone)
 (941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT
TO
EXHIBIT "C" INITIAL RESTRICTIONS AND RULES
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKERIDGE FALLS

We hereby certify that the attached amendment to Exhibit "C" of the Declaration of Covenants, Conditions and Restrictions of LAKERIDGE FALLS titled Initial Restrictions and Rules (which Declaration is originally recorded at Official Records Book 1682, Page 7803 et seq. of the Public Records of Manatee County, Florida) was approved and adopted by a majority of the Board of Directors at a duly called meeting of the Board of Directors held on June 21, 2012, which is sufficient for adoption under the Declaration.

DATED this 27 day of July, 2012.

Witnesses:

sign: _____

print: Oded Neeman

sign: Kristi A. Anderson

print: Kristi A. Anderson

sign: _____

print: Oded Neeman

sign: Kristi A. Anderson

print: Kristi A. Anderson

LAKERIDGE FALLS COMMUNITY
 ASSOCIATION, INC.

By: _____

Grover Young, President

Attest: _____

Leslie Porter, Secretary

STATE OF FLORIDA
 COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27 day of July, 2012, by Grover Young as President of Lakeridge Falls Community Association, Inc., a Florida not for

Prepared by and Return to:
 Leah E. Ellington, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, Florida 34237
 (941) 955-5622 (Telephone)
 (941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

**BYLAWS
 LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached amendment to the Bylaws of LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC. (herein, "the Association"), which are recorded as an Exhibit to the Declaration of Covenants, Conditions and Restrictions originally recorded at Official Records Book 1682, Page 7803 et seq. of the Public Records of Manatee County, Florida, were approved and adopted at the Annual Meeting of the Membership of LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC. held on February 5, 2015 and continued April 6, 2015, by not less than sixty-seven percent (67%) of the Association's total voting interests, as required for adoption by Section 6.6(b) of the Bylaws.

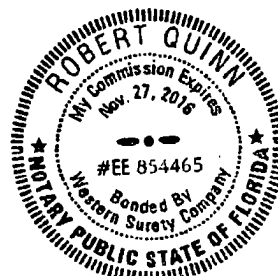
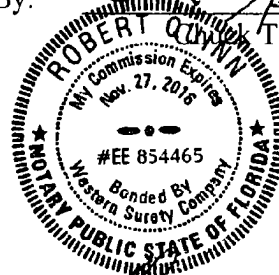
DATED this 16th day of October, 2015.

Signed, sealed and delivered
 in the presence of:

LAKERIDGE FALLS COMMUNITY
 ASSOCIATION, INC.

sign: [Signature]
 print: Oded Neemur
 sign: [Signature]
 print: Robert Quinn
 sign: [Signature]
 print: Oded Neemur
 sign: [Signature]
 print: Robert Quinn

By: [Signature] Tierney, President
 By: [Signature] Diane Shanos, Secretary



(Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th day of October, 2015, by Chuck Tierney as President of Lakeridge Falls Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License as identification.

NOTARY PUBLIC

sign

Robert Quinn

print

Robert Quinn

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th day of October, 2015, by Diane Shanos as Secretary of Lakeridge Falls Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FL Driver License as identification.

NOTARY PUBLIC

sign

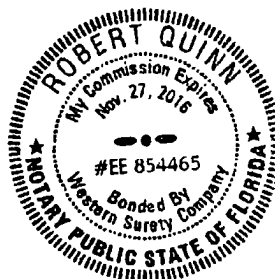
Robert Quinn

print

Robert Quinn

State of Florida at Large (Seal)

My Commission expires:



AMENDMENT

BYLAWS

LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.

[Deletions are indicated by strike-through.]

Article V Committees

5.1 General.

The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. ~~After termination of the Class "B" Control Period, Committee members, other than those representing the Class "B" Member, may serve no more than two consecutive two year terms on the same committee.~~

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LAKERIDGE FALLS

We hereby certify that the attached amendment to the Declaration of Covenants, Conditions, and Restrictions for Lakeridge Falls (which Declaration is originally recorded at Official Records Book 1682, Page 7803 et seq. of the Public Records of Manatee County, Florida) was approved and adopted at the Annual Meeting of the Membership of the Association held on February 4, 2016 and continued April 14, 2016, by the affirmative vote of at least seventy-five percent (75%) of the Association's total voting interests, which is sufficient for adoption under Section 22.2 of the Declaration.

DATED this 20th day of April, 2016.

Witnesses:

sign:

Samuel R. Morrissey

print:

Samuel R. Morrissey

sign:

Stephanie Couillard

print:

Stephanie Couillard

Witnesses:

sign:

Samuel R. Morrissey

print:

Samuel R. Morrissey

sign:

Stephanie Couillard

print:

Stephanie Couillard

LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

By:

Richard Dorn
Richard Dorn, President

By:

Diane Shanos
Diane Shanos, Secretary

(Seal)

STATE OF FLORIDA

COUNTY OF ~~MANATEE~~ Sarasota *SM*

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Richard Dorn as President of Lakeridge Falls Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLIDL Ex 7/7/2023 as identification.



NOTARY PUBLIC

sign

[Handwritten Signature]

print

Samuel R. Morrissey

My Commission expires: 6/22/2019

STATE OF FLORIDA

COUNTY OF ~~MANATEE~~ Sarasota *SM*

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Diane Shanos as Secretary of Lakeridge Falls Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FLIDL Ex 9/22/2017 as identification.



NOTARY PUBLIC

sign

[Handwritten Signature]

print

Samuel R. Morrissey

State of Florida at Large (Seal)

My Commission expires: 6/22/2019

AMENDMENT**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS****LAKERIDGE FALLS**

[Additions are indicated by underline; deletions by ~~strike-through~~]

Article IX Association Finances**9.7. Lien for Assessments**

The Association may record a lien against any Lot, including Declarant's Lots, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and Legal Costs. Such lien shall be superior to all other liens, except (a) the liens of all real estate taxes and other governmental assessments and charges against the Lot, (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) other recorded liens or encumbrances which by law would be superior. The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

Notwithstanding the above, and subject to Florida law, the Board may designate assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "Capital Improvement Assessment," and the lien therefor shall be superior to (a) the Association's lien for other Common Expenses and Limited Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Any first mortgagee's liability for assessments that came due prior to its acquisition of title through foreclosure or a deed in lieu of foreclosure is limited to the lesser of 1) the unit's unpaid Common Expenses and regular periodic Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title or 2) one percent (1%) of the original mortgage debt, provided in any event if a greater liability is provided by state law, that statutory obligation shall prevail. ~~However, the sale or transfer of any Lot pursuant to foreclosure by the first Mortgagee extinguishes the lien relating to any amounts due prior to the Mortgagee's foreclosure. The purchaser on such foreclosed Lot shall not be personally liable for assessments on such Lot due prior to the foreclosure sale. Such~~

~~unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 9.5, including such purchaser, its successors and assigns.~~

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

THIS INSTRUMENT PREPARED BY:
STEPHEN W. THOMPSON, ESQ.
NAJMY THOMPSON, P.L.
1401 8TH AVENUE WEST
BRADENTON, FLORIDA 34205

**RESOLUTION FOR THE LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC. TO
MAINTAIN AND REPAIR THE COMMUNITY-WIDE SIDEWALK SYSTEM**

WHEREAS, the Lakeridge Falls Community Association, Inc. ("Association") is the entity that is responsible for the maintenance and repair of the Lakeridge Falls community common facilities and property, and

WHEREAS, the powers granted to the Association's Board of Directors give the Board all of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers set out in the Association's Articles of Incorporation, the Bylaws and the Declaration, without limitation, including the following:

...to manage, control, operate, maintain, repair, improve and replace the common areas and facilities, and any property acquired by the Association or any property owned by another for which the Association by rule, regulation, declaration or contract has a right or duty to provide such services, and

WHEREAS, the Association's Declaration states in part:

Each Owner shall maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Lot unless the Association assumes all or part of such maintenance responsibility.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility of maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement and other obligations of the Association and Owners specified in this Declaration shall be performed as and when the Board determines is necessary to maintain the property to a level consistent with the Community-Wide Standard.

NOW THEREFORE, the Board of Directors has determined that it is in the best interest of the community that the Association assumes the responsibility for the maintenance and repair of the Community-Wide sidewalk system. The Board of Directors believes that the sidewalk system is a community amenity that requires uniform maintenance and repair. Because the sidewalks are located on Association property, the Board of Directors also has concerns in regard to liability issues if the sidewalks or that portion of a sidewalk is not properly maintained and repaired by the adjacent owner. By assuming the obligation for maintenance and repair of the sidewalk system, as is allowed by the Association's Declaration, the Board of Directors can ensure that

the sidewalk system is maintained in a uniform manner. The Board of Directors approved this Resolution to shift the maintenance and repair obligation from the homeowner to the

Association at a Board of Directors that was held on AUGUST 12TH, 2016 by a vote of 5 to 0. The Resolution is to be executed by the President of the Association.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 15 day of August, 2016.

WITNESSES to President's signature:

LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

x [Signature]

Print Name: John C. Sullivan

By:

x [Signature]

Print Name: Jeff Henson

P

x [Signature]

Print Name: Suzanne L. Sconyers

As its President

x [Signature]

Attest

Print Richard J. Dorn Jr

Name: _____

Title: President

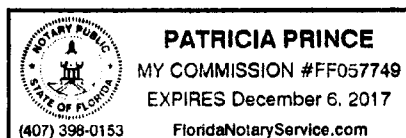
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of August, 2016, by Richard J. Dorn Jr, as its President, and attested by John Charles Sullivan as its Treasurer on behalf of the Lakeridge Falls Community Association, Inc. They are personally known to me or have produced Florida DL as identification.

[Signature]

Notary Public, State of Florida

Page 2 of 2



THIS INSTRUMENT PREPARED BY:
STEPHEN W. THOMPSON, ESQ.
NAJMY THOMPSON, P.L.
1401 8TH AVENUE WEST
BRADENTON, FLORIDA 34205

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKERIDGE FALLS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Lakeridge Falls ("the Declaration") was recorded in Official Record Book 1682, Pages 7803 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Lakeridge Falls Community Association, Inc. ("the Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend Section 9.9 of the Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

9.9. Initial One Time Assessment. Capital Improvement Assessment.

There is hereby established a Capital Improvement Assessment applicable to each Lot in such amount as determined by the Board's discretion, not to exceed One Thousand Dollars (\$1,000.00). The Capital Improvement Assessment shall become due and payable upon each purchase, conveyance, or transfer of title of a Lot. Such Capital Improvement Assessment may be used in the Board's discretion for purposes including, but not limited to, capital improvement projects within the community, restorations to community facilities, and any improvements and /or repairs to capital improvements, as the Board deems necessary.

The Capital Improvement Assessment shall be due for each subsequent transfer of ownership of any Lot by the new owner(s) of such Lot, except when the transfer of ownership is into a family trust or to the children of the owner(s) of the Lot or between spouses. Family trusts and children of the owner(s) of any Lot and conveyances between spouses are exempt from the Capital Improvement Assessment.

~~There is hereby established a one-time assessment (the "Initial One Time Assessment") applicable to each Lot in such amount as determined in the Board's discretion, not to exceed 100% of the full Regular Assessment per Lot levied for the year in which the Initial One Time Assessment is due and payable. The Initial One Time Assessment shall become due and payable upon first occupancy of such Lot as a place of residence by a Class "A" Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first. Such Initial One Time Assessment may be used to fund the Association's initial start up costs and other operating expenses or to help fund reserves, in the Board's discretion.~~

~~No further Initial One Time Assessment shall be due for any subsequent transfer of ownership of any Lot from one Class "A" Member to a successor Class "A" Member.~~

CERTIFICATE OF AMENDMENT

The undersigned officer of the Lakeridge Falls Community Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the homeowners' association. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 14 day of September, 2018.

WITNESSES to President's signature:

Sign: [Signature]
Print Name: Orlando Weeman

Sign: [Signature]
Print Name: RICHARD F. DORN JR.

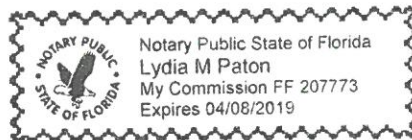
LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

Signed By: [Signature]
Print Name: Mary F. Cochran, as its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of September, 2018, by Mary F. Cochran, as President of the Lakeridge Falls Community Association, Inc. He/She is personally known to me or has produced FL Driver's License as identification.

[Signature]
Notary Public, State of Florida



THIS INSTRUMENT PREPARED BY:
STEPHEN W. THOMPSON, ESQ.
NAJMY THOMPSON, P.L.
1401 8TH AVENUE WEST
BRADENTON, FLORIDA 34205

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LAKERIDGE FALLS**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Lakeridge Falls ("the Declaration") was recorded in Official Record Book 1682, Pages 7803 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Lakeridge Falls Community Association, Inc. ("the Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend Section 9.9 of the Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

9.9. Capital Improvement Assessment.

There is hereby established a Capital Improvement Assessment applicable to each Lot in such amount as determined by the Board's discretion, ~~not to exceed One Thousand Dollars (\$1,000.00).~~ The fee increase amount may not exceed \$500 in any given year. The Capital Improvement Assessment shall become due and payable upon each purchase, conveyance, or transfer of title of a Lot. Such Capital Improvement Assessment may be used ~~in~~ at the Board's discretion for purposes including, but not limited to, capital improvement projects within the community, restorations to community facilities, and any improvements and /or repairs ~~to capital improvements,~~ as the Board deems necessary.

The Capital Improvement Assessment shall be due for each subsequent transfer of ownership of any Lot by the new owner(s) of such Lot, except when the transfer of ownership is into a family trust or to the children of the owner(s) of the Lot or between spouses. Family trusts and children of the owner(s) of any Lot and conveyances between spouses are exempt from the Capital Improvement Assessment.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Lakeridge Falls Community Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the homeowners' association. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument on this 17th day of November 2022

WITNESSES to Vice President's signature:

Sign: [Signature]
Print Name: Oded Neeman

Sign: [Signature]
Print Name: Lydia M. Paton

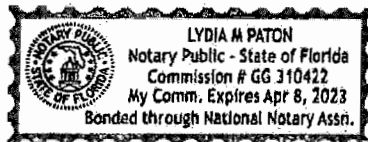
LAKERIDGE FALLS COMMUNITY
ASSOCIATION, INC.

Signed By: Scott H. Sims
Print Name: Scott Sims, as its Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17th day of November 2022, by Scott Sims as Vice President of the Lakeridge Falls Community Association, Inc. He is personally known to me or has produced FLORIDA D-L as identification.

[Signature]
Notary Public, State of Florida



THIS INSTRUMENT PREPARED BY:
STEPHEN W. THOMPSON, ESQ.
NAJMY THOMPSON, P.L.
1401 8TH AVENUE WEST
BRADENTON, FLORIDA 34205

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LAKERIDGE FALLS**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Lakeridge Falls ("the Declaration") was recorded in Official Record Book 1682, Pages 7803 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Lakeridge Falls Community Association, Inc. ("the Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend Article III of the Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

Article III. Occupancy of Lots

3.2 Restrictions on Occupancy.

(a) Except as the Association may otherwise authorize pursuant to Section 3.2(e) ~~or as the Declarant (at its election during the Development and Sale Period) may otherwise authorize,~~ persons under fifty-five (55) years of age who are also eighteen (18) years of age or older shall not occupy or reside on a Lot unless one of the other permanent occupants of the Lot is age fifty-five (55) years or older. At least one person who is fifty-five (55) years of age or older shall permanently occupy ~~at least eighty percent (80%) of all Lots,~~ subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, which regulation shall apply to all occupancy calculations under this provision.

3.4 Monitoring Compliance; Appointment of Attorney-in-Fact.

(c) In order to effectuate compliance with this provision for Age 55 and Older Housing, the Board of Directors ~~or the Declarant (during the Development and Sale Period)~~ is authorized and has the right to screen in advance all proposed leases, sales and other transfers of Lots and to approve or disapprove in writing all proposed changes in occupancy of every Lot covered by this Declaration, ~~which change has the result of rendering an owner's lot not being occupied by at least one person who is age 55 or older.~~ No person shall occupy a Lot unless and until approved by the Board of Directors, ~~or the Declarant (during the Development and Sale Period) or such approval is waived.~~ Notwithstanding any other provision contained herein to the contrary, the Board of Directors ~~or the Declarant (during the Development and Sale Period)~~ is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power.

(d) In order to effectuate compliance with this provision for Age 55 and Older Housing, the Board of Directors ~~or the Declarant (during the Development and Sale Period)~~ is authorized and has the right to screen in advance all proposed leases, sales and other transfers of Lots and to

approve or disapprove in writing all proposed changes in occupancy of every Lot covered by this Declaration, ~~which change has the result of rendering an owner's lot not being occupied by at least one person who is age 55 or older.~~ No person shall occupy a Lot unless and until approved by the Board of Directors, ~~or the Declarant (during the Development and Sale Period) or such approval is waived.~~ Notwithstanding any other provision contained herein to the contrary, the Board of Directors ~~or the Declarant (during the Development and Sale Period)~~ is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power.

(e) ~~Association or the Declarant (during the Development and Sale Period)~~ shall provide written approval or disapproval of a proposed change in occupancy no later than thirty (30) business days after a completed request has been properly submitted to the Board. In the event that the Association ~~or the Declarant (during the Development and Sale Period)~~ does not provide a written approval or disapproval within thirty (30) business days of receipt of a completed request to the Board, the change in occupancy shall be deemed approved. In the event that a change in occupancy occurs prior to obtaining prior written approval, such occupant's, or owner's request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately and permanently vacate the Lot. The Board ~~or the Declarant (during the Development and Sale Period)~~ may also refuse to consider approving such occupancy unless and until the unauthorized occupant first vacates the Lot. The Board of Directors shall reserve the right under the screening process to require applicants to sign an Occupancy Agreement, as the Board deems necessary, pursuant to Section 3.4 (a) and Section 3.5.

3.5 Approval of new owner(s), occupant(s), or tenant(s)

Prior to any sale, lease, occupancy or other transfer of a Lot, all prospective owners, occupants and/or tenants shall complete an application and receive written approval from the Board of Directors or designated committee. The Association may impose a non-refundable application fee as determined by the Board. This fee shall be in conformance with applicable law. The application process shall consist of credit and criminal history background checks on the applicant. When considering such application, consideration shall be given to the good social and moral character and financial responsibility of the prospective purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Board of Directors may deny the sale, lease, occupancy, or other transfer based on the results of such background checks and credit report of the applicant. The application and approval must take place before any sale, transfer, lease, or occupancy is permitted. Additional standards and criteria may be adopted as rules by the Board of Directors. A waiver of this provision or failure to enforce it in any particular instance shall not constitute a waiver or prevent the Board from enforcing this provision in any other instance.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Lakeridge Falls Community Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the homeowners' association. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 2nd day of June, 2023.

WITNESSES to Vice President's signature:

LAKERIDGE FALLS COMMUNITY ASSOCIATION, INC.

Sign: Lydia M. Paton
Print Name: LYDIA M. PATON

Signed By: Suzanne Weinstein
Print Name: Suzanne Weinstein, as its Vice President

Sign: [Signature]
Print Name: Oded Neemar

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of JUNE, 2023, by Suzanne Weinstein as Vice President of the Lakeridge Falls Community Association, Inc. He or She is personally known to me or has produced Florida D.L. as proof of identification.

Lydia M. Paton
Notary Public, State of Florida

