

Prepared by and return to:

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Recording cross reference:
O.R. Book 9685, Page 3914

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
ANCLOTE RESERVE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANCLOTE RESERVE (“Amendment”) is made on October 31, 2018, by HOMES BY WEST BAY, LLC, a Florida limited liability company (“**Developer**”), with reference to the following facts:

WITNESSETH:

- A. Developer is the “Developer” under that certain Declaration of Covenants, Conditions, and Restrictions for Anclothe Reserve, recorded in Official Records Book 9685, Page 3914, et seq., of the Public Records of Pasco County, Florida (as supplemented and amended referred to herein collectively as, the “**Declaration**”).
- B. Certain provisions were contemplated by, but inadvertently omitted from the Declaration.
- C. Pursuant to Article X, Section 1., of the Declaration, until Turnover, Developer may unilaterally amend the Declaration for any reasonable purpose.
- D. As of the date of this Amendment, Turnover has not occurred and Developer desires to amend the Declaration, as more specifically set forth in this Amendment. to include the inadvertent omissions.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Definitions.

- (a) The definition of “Property” in Article I, Section 2.dd., is hereby amended and restated as follows:

“Property” means the Initial Property located in Pasco County, Florida, described in Exhibit “A” attached to this Declaration, together with any Additional Property hereafter made subject to the Declaration pursuant to Article II hereof.

(b) The following new definition is added to Article I, Section 2., as subsection pp.:

“Additional Property” means those lands, together with any improvements thereon, which may be made subject to the Declaration by annexation pursuant to Article II hereof.

2. Annexation of Additional Property. Article II is hereby amended by adding the following:

11. As of the date of this Declaration, Developer intends to develop the Property described in **Exhibit “A”** attached to this Declaration as the first phase of a multi-phased development. Developer may, in the future, but shall have no obligation, to annex and submit Additional Property to the lands encumbered by the Declaration as additional phases. In addition, Developer shall have the right, but not the obligation, to bring within the scope of the Declaration any Additional Property lying in the vicinity of the Property at any time within twenty (20) years from the date the Declaration is recorded in the Public Records, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder. If Developer elects to annex and submit Additional Property to the Property encumbered by the Declaration, then Developer shall follow the procedures set forth in Section 12 below.

12. Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to Additional Property. Each Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Such additional terms may also provide for additional property owners’ associations having administrative responsibility and control over certain portions of the Property. From and after recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall constitute part of the Property and shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

13. Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth in Sections 11 and 12 above must be approved by at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and by Developer so long as Developer is a Member of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the Laws of the State of Florida.

3. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

[Signature page follows.]

[Signature Page – First Amendment to Declaration]

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:

[Signature]
Signature of Witness #1

Timothy J. Green
Typed/Printed Name of Witness #1

[Signature]
Signature of Witness #2

Penny E. Yanacheck
Typed/Printed Name of Witness #2

DEVELOPER:

HOMES BY WEST BAY, LLC,
a Florida limited liability company

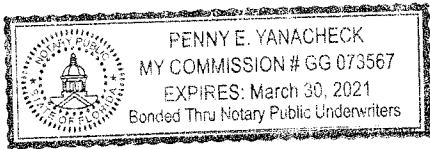
By: *[Signature]*
Wilhelm A. Nunn, President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of October, 2018, by Wilhelm A. Nunn, as President of Homes by West Bay, LLC, a Florida limited liability company. He /✓/ is personally known to me or /___/ has produced _____ as identification.

[Signature]
Notary Public, State of Florida



Print Name
My Commission Expires:
(SEAL)