

Prepared by and return to: ✓
Christa L. Folkers
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008069736 4 PGS
2008 MAY 20 05:59 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ASAMS Receipt#1049768



FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEWOOD COVE

THIS FIRST AMENDMENT is made this 14th day of MAY 2008 by
LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), to the Declaration of
Covenants, Conditions and Restrictions for Stonewood Cove (the "Declaration").

WHEREAS, the Declaration was originally recorded in the Official Records as Instrument
#2005277659, Public Records of Sarasota County, Florida; and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in the Official Records
as Instrument #2007138326, Public Records of Sarasota County, Florida, Rivendell Joint Venture, a
Florida general partnership, assigned its rights as developer under the Declaration to Lennar RJV,
LLC, a Florida limited liability company ("Lennar RJV"); and

WHEREAS, pursuant to the Notice of Merger recorded in the Official Records as Instrument
#2007141677, Public Records of Sarasota County, Florida, Lennar RJV merged with and into Lennar
Homes, LLC, a Florida limited liability company, hereinafter referred to as "Developer"; and

WHEREAS, pursuant to Article 15.3 of the Declaration, Developer reserved the right to
unilaterally modify or amend the Declaration at any time while Developer still holds any property for
sale in the ordinary course of business within the Community; and

WHEREAS, Developer currently holds property for sale in the ordinary course of business
within the Community; and

WHEREAS, Developer desires to amend the Declaration with respect to certain matters as
set forth herein;

NOW, THEREFORE, pursuant to the rights of Developer reserved in Article 15.3 of the
Declaration, Developer hereby amends the Declaration as follows:

1. The above Recitals are true and correct, and are incorporated herein by this
reference.
2. Article 1.6 of the Declaration is hereby deleted and replaced with the following:

1.6 "**Declarant**" or "**Developer**" means Lennar Homes, LLC, a Florida limited
liability company, its successors or assigns. Wherever either term is used in this Declaration or in
the Articles or Bylaws of the Association, it shall always be deemed to include any successor in
interest to the Declarant's development rights and obligations.

3. Article 11.3 of the Declaration is hereby deleted and replaced with the following:

11.3 Leases.

A. Notice. An Owner intending to lease his Living Unit must give the Association (or its designee) written notice of such intention at least thirty (30) days prior to the starting date of the proposed lease, together with the name and address of the proposed tenant, and other information about the tenant, or the lease, that the Association may reasonably require. Such 30-day notification shall also apply for a renewal of a lease, and any reference to a lease in this Article 11.3 shall also include a renewal of a lease.

B. Failure to Provide Notice. Upon failure of an Owner to comply with the provisions of Article 11.3.A, the Association may, in the sole discretion of the Association and in addition to all other remedies to which the Association may be entitled, treat the lease as a nullity, and the Association shall have the power to evict the tenant by summary proceedings without securing consent to such eviction from the Owner.

C. Term. No Owner shall lease less than his entire Living Unit or lease his Living Unit for a term less than thirty (30) days. No Living Unit shall be subject to more than four (4) different leases in any twelve (12) month period, regardless of the lease term. No subleasing or assignment of lease rights by the tenant is allowed. No time share or other similar arrangement is permitted. The Owner must make available to the tenant copies of the Governing Documents.

D. Occupancy. No person other than the tenant and his family within the first degree of relationship by blood, adoption, or marriage may occupy the Living Unit. For purposes of this Article 11.3.D, "family" shall also include two people who are not married or related to each other by blood or adoption, but who customarily reside and live together. The Board, in its sole discretion, shall determine whether the two people who customarily reside and live together constitute a family for purposes of this Article 11.3.D.

E. Regulation by the Association. All of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Living Unit as a tenant to the same extent as against the Owner. The Association may require tenants to pay a security deposit to the Association to be held in an escrow account maintained by the Association to protect against damage to the Common Areas.

The Association shall have the authority to approve all leases. The Association shall have the authority to require the use of a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Association shall have the right to require background checks for the proposed tenants and may charge a fee for consideration of lease applications, which fee shall not exceed the maximum fee prescribed by law.

The Association shall have the authority to require the use of a uniform lease for the lease of a Living Unit. The lease of any Living Unit shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Governing Documents. If a tenant fails to comply with the provisions of the Governing Documents, the Owner shall be responsible for the conduct of the tenant and shall take whatever action is necessary, including without limitation, the institution of eviction proceedings, to ensure compliance. The Association shall have the authority to act as agent of the Owner and take whatever action is necessary, including without limitation, the institution of eviction proceedings against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees,

including attorneys' fees, incurred in connection with such action, from the Owner in the same manner as common expense charges.

F. Approval by the Association. In the event the Association requires that all proposed leases be approved by the Board or a committee designated by the Board ("Lease Review Committee"), upon receipt of all information and fees required by the Board or Lease Review Committee, the Board or Lease Review Committee shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. If the lease is not approved or disapproved within such 30-day period, it shall be presumed that the lease is approved by the Board or Lease Review Committee. If the Board or Lease Review Committee disapproves a proposed lease, the Owner shall receive a short statement indicating the reason for the disapproval, and the Owner shall not enter into the lease with the proposed tenant. The Association shall have no duty to provide an alternate tenant, nor shall it assume any responsibility for the denial of a lease application, provided the reason for the disapproval is one of the following:

(1) The proposed tenant (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(2) The application for approval on its face, or the conduct of the Owner or proposed tenant, indicates that the proposed tenant intends to violate the provisions of the Governing Documents.

(3) The proposed tenant has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community as a tenant, Owner, or occupant of a Living Unit.



(4) The proposed tenant has failed to timely provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments and other charges against the Living Unit have not been paid in full.


(6) The proposed tenant makes a material misrepresentation during the application process.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed in its name on the date set forth above.

Witnesses:


Print name: TONY BIRDETT

Print name: LORI MOORE

LENNAR HOMES, LLC

By: 
Print Name: Darin McMurray
As its: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of MAY 2008 by Darin McMurray, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

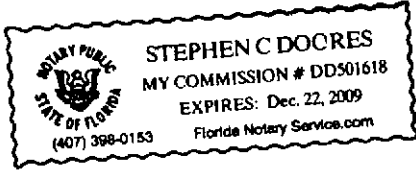
Stephen C. Doores
Signature of Notary Public

Stephen C. Doores

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____

(Notary Seal)



CLF-857972.1