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PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

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

**FIRST AMENDMENT TO
COMMUNITY DECLARATION FOR TRAPNELL RIDGE**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR TRAPNELL RIDGE (this "**First Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company ("**Lennar**") and joined by Trapnell Ridge Community Association, Inc., a Florida corporation not for profit (the "**Association**").

RECITALS

- A. Developer recorded the Community Declaration for Trapnell Ridge in Official Records Book 16173, at Page 1074 of the Public Records of Hillsborough County, Florida (the "**Original Declaration**"). This First Amendment, together with the Original Declaration shall hereinafter be collectively referred to as the "**Declaration**."
- B. Section 4.3 of the Declaration provides that, prior to the Turnover Date, Lennar, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- C. The Turnover Date has not yet occurred.

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

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are **double-underlined** indicate additions to the present text.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

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- 3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. The Bylaws of the Association have been amended as provided in the attached **Exhibit A**, attached hereto and incorporated herein by this reference.
- 5. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 24th day of September, 2008.

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC,
a Florida limited liability company

Cheryl Flowers
 Print Name: Cheryl Flowers

By: *MSR*
 Name: Mike Southward
 Title: Vice President
 Date: 9/24/08

Monica Williams
 Print Name: Monica Williams

(Company Seal)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 24th day of September, 2008 by Mike Southward, as Vice President of LENNAR HOMES, LLC, a Florida limited liability, who is personally known to me or who has produced _____ as identification on behalf of the company.



Tracy Rizzo
 NOTARY PUBLIC, State of Florida at Large
 Print name: Tracy Rizzo
 My Commission Expires: 2/25/11

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JOINDER

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.

TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC. (the "Association") does hereby join in the First Amendment to the Community Declaration for Trapnell Ridge (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

24th IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of September, 2008.

WITNESSES:

Cheryl Flowers
Print Name: Cheryl Flowers

Monica Williams
Print Name: Monica Williams

**TRAPNELL RIDGE COMMUNITY
ASSOCIATION, INC.,**
a Florida corporation not for profit

By: Mahdi Mansour
Name: Mahdi Mansour
Title: President

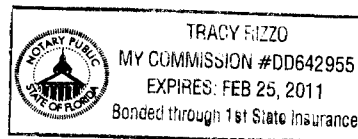
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 24th day of September, 2008 by Mahdi Mansour as President of TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

Tracy Rizzo
NOTARY PUBLIC, State of Florida at Large
Print name: Tracy Rizzo

My Commission Expires: 2/25/11



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Exhibit A

**FIRST AMENDMENT TO THE
BYLAWS
OF
TRAPNELL RIDGE COMMUNITY ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT**

This First Amendment to the Bylaws of the Trapnell Ridge Community Association, Inc., a Florida corporation not for profit (the "**Association**"), is made by Lennar Homes, LLC, a Florida limited liability company ("**Lennar**").

RECITALS

WHEREAS, Section 12.2 of the Bylaws provides that, prior to the Turnover Date, Lennar, as Developer, shall have the right to amend the Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

NOW THEREFORE, the Association hereby amends the Bylaws as follows:

As used herein the following shall apply: words in text which are lined through (——) indicate deletions from the present text; words in the text which are double -underlined indicate additions to the present text.

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Section 4.1 of the Bylaws is hereby amended as follows:

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than ~~five (5)~~ seven (7) persons. Board members appointed by Developer need not be members of Association. Board members elected by the other members must be members of Association.

3. Section 4.2 of the Bylaws is hereby amended as follows:

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Turnover Date. The election of directors shall be held at the annual meeting. At the first Annual Members' Meeting in which the members are entitled to elect Directors, the members shall elect ~~five (5)~~ seven (7) Directors: three (3) Directors for a term of two (2) years and ~~two (2)~~ four (4) Directors for a term of one (1) year. The candidates receiving the largest number of votes shall serve as the Directors for two (2) years and the candidates receiving the lowest number of vote shall serve as Directors for one (1) year. At each Annual Members' Meeting thereafter, the members shall elect the appropriate number of

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Directors for a term of two (2) years. The Directors respective term shall end upon the election of new Directors at the Annual Members' Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer or until the Turnover Date).

4. This First Amendment to the Bylaws is attached to the First Amendment to the COMMUNITY DECLARATION FOR TRAPNELL RIDGE (the "**First Amendment**") dated as of an even date herewith and shall be effective upon the recording of the First Amendment.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 24th day of September, 2008.

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC,
a Florida limited liability company

Cheryl Flowers
Print Name: Cheryl Flowers

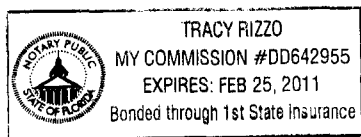
Monica Williams
Print Name: Monica Williams

By: [Signature]
Name: Mike Southward
Title: Vice President
Date: 9/24/08

(Company Seal)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24th day of September, 2008, by Mike Southward, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. [He] [She] is personally known to me or has produced as identification.



[Signature]
Notary Public
Tracy Romero
Print Name
My commission expires: 2/25/11