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Prepared by and return to:
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File No.: 14245

**FIRST AMENDMENT TO LONE STAR RANCH MASTER
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This First Amendment to Lone Star Ranch Master Declaration of Covenants, Conditions, Restrictions and Easements is made as of this 28th day of February, 2009 by STANDARD PACIFIC OF TAMPA, a Florida general partnership, herein referred to as "Developer".

RECITALS:

WHEREAS, Developer executed the Lone Star Ranch Master Declaration of Covenants, Conditions, Restrictions and Easements on the real property described therein recorded in O.R. Book 6521, Page 1836 of the Public Records of Pasco County, Florida, (hereafter, the "Declaration");

WHEREAS, Developer desires to amend the Declaration; and

WHEREAS, pursuant to the authority given Developer in Article XI, Section 1.(a)(i) Developer has the right to amend the Declaration without consent of any other party as long as Developer still owns any Dedicated Parcels and Developer certifies that it still owns 174 Dedicated Parcels governed by the Declaration, and

NOW THEREFORE, Developer hereby amends the Declaration as follows (all capitalized terms used herein have the same meanings as defined in the Declaration. Additions to previous text are indicated by underlining; deletions from previous text are indicated by ~~striking through~~):

1. Recitals. The recitals hereto are acknowledged as true and correct and are incorporated herein by reference.

2. Amendments. The Declaration is hereby amended as follows:

First Amendment: A new paragraph is hereby added to Article VI as Section 14 as follows:

Article VI, Section 14. Specific Assessment for Maintenance Obligations of Owners.
Notwithstanding the provisions of Section 5 of this Article, in the event an Owner shall fail to perform any lawn and landscaping maintenance, or any exterior repair or replacement as required by Article X, Section 17, the Association, upon five (5) days prior written notice being given to the unit owner either at its last known address or posted on the front door or mailbox of the Lot, may enter upon such Lot and have such work performed, or correct the violation. All costs thereof, including attorneys' fees and other legal costs incurred, shall be specifically assessed against such Lot, regardless of whether or not legal action is initiated against the owner of said Lot, which assessment shall be secured by a lien as set forth in Article VI, Section 1 of this Declaration.

Second Amendment: The first full paragraph of Article X, Section 13 is deleted and the following new first full paragraph of Section 13 is inserted in lieu thereof:

Section 13. Fences, Walls, and Hedges. All fences, walls and hedges shall be subject to the prior written approval of the ACC as to location, height, materials, style and finish, and shall comply with all governmental requirements. Fences shall be erected so that the posts shall be placed on the inside of the fence, and the side without any supports shall face out from the Lot. No fences may be erected, placed or maintained on any Lot unless approved in writing in advance by Developer or the ACC and no such fences shall be higher than six feet (6'). All fences shall be of wood or PVC material. Wood fences shall be of shadow box or board on board style and may be sealed in a clear finish. PVC fences shall be of a solid panel design (e.g., to conceal a utility building, storage building or playground equipment) or a picket style design. ~~Any fence that is installed along (a) the rear boundary of a Lot; or (b) the rear sixteen feet (16') of the side boundary of a Lot, that abuts or overlooks a wetland conservation or drainage easement area (as described on the Plat) shall be of picket style design and no higher than four feet (4') tall so as to permit visibility of the conservation area or easement.~~ No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the Developer on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot Owners whose property is contiguous to the fence. Developer may, but shall not be obligated, to install as part of the original construction a fence and/or wall on the property line of Lots 1 through 11, Block 5; Lot 1, Block 1; Lots 1 and 21, Block 2, Lot 1, Block 3; and Lots 5 through 9, Block 7 of the Proposed Plat where the property line(s) of such Lots abuts the buffer easements depicted on the Proposed Plat as Tracts "C", "E", "F", "J" and "Q". In the event that Developer installs a fence and/or wall in such location, the Owner of each of said Lots shall be responsible for maintenance and repair of the interior of the fence or wall that is erected on the property line of their Lot. Additionally, the following rules with respect to fences, walls and hedges shall apply:

[sub-sections (a) through (f) remain unaltered by the foregoing amendment]

Third Amendment: Article X, Section 37 is deleted in its entirety and the following new Section 37 is inserted in lieu thereof:

Section 37. Maintenance of Water Front Property. Each Owner whose Lot or other property adjoins or abuts a water body shall keep his property and ~~the portion of the adjoining or abutting parcel between his property and the water's edge and the water bank,~~ grassed, trimmed and cut and properly maintained so as to present an appearance consistent with the appearance of landscaped Common Area maintained by the Association and ~~shall also maintain the proper contour of the water bank, and prevent erosion. However, unless the Owner has obtained the prior written approval of the ACC, t~~ The shoreline contour of the water body may not be changed by any Owner and no Dedicated Parcel may be increased in size by filling in the water body, and no Dedicated Parcel may be dug out or dredged so as to cause the water to protrude onto the Dedicated parcel. If an Owner fails to undertake the maintenance required herein, the Association may do so and shall have access to the property involved pursuant to the easement described in Article VII; Section 6 of this Declaration. The cost and expense of the Association shall be subject to a Special Assessment against the Owner involved.

3. Ratification Of Declaration. Except as modified hereby, the Lone Star Master Declaration is unchanged, remains in full force and effect and is hereby ratified by the Developer.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to be duly executed the date stated above.

WITNESSES:

STANDARD PACIFIC OF TAMPA, a Florida general partnership

By: Standard Pacific of Tampa GP, Inc., a Delaware corporation, its managing general partner

Jennifer Crippen
Print Name: Jennifer Crippen
Candace T. McNutt
Print Name: Candace T. McNutt

By: B. V. Karpay, VP
Print Name: B. V. Karpay
Its: VICE PRESIDENT
Address: 5100 W. Lemon Street, Suite 312
Tampa, Florida 33609

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26th day of February, 2009 by Barry V. Karpay as Vice President of STANDARD PACIFIC OF TAMPA GP, INC, a Delaware corporation, as managing general partner of Standard Pacific of Tampa, a Florida general partnership. He is personally known to me or [] has produced a _____ Driver's License for identification.

[NOTARY SEAL]



Debora Lynn Hudrlik
Notary Public
Print Name DEBORA LYNN HUDRLIK
My Commission Expires: 11-09-09