

PREPARED BY AND TO BE RETURNED TO:
Jin Liu
CARLTON FIELDS JORDEN BURT, P.A.
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Tampa, Florida 33607
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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF RESERVE AT SAWGRASS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass (this “**Amendment**”) is made and executed this 24th day of September, 2014, by **BEAZER HOMES CORP.**, a Tennessee Corporation (“**Developer**”), with an office at 2600 Maitland Center Parkway, Suite 262, Maitland, Florida 32751.

Recitals

(A) Beazer Homes Corp. is the Developer under that certain Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass recorded on November 25, 2013, in Official Records Book 10668, Page 6145 of the public records of Orange County, Florida, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass recorded on April 28, 2014, in Official Records Book 10736, Page 5775 of the public records of Orange County, Florida (collectively, the “**Declaration**”).

(B) The Plat of Reserve at Sawgrass – Phase 1 was recorded November 25, 2013 in Plat Book 80, page 126, of the public records of Orange County, Florida (the “**Plat**”).

(C) Prior to the recordation of the original Declaration and the Plat, Developer made and entered into a Use Agreement among Developer, Reserve at Sawgrass Homeowners Association, Inc. (the “**Association**”), and Orange County recorded on July 23, 2013, in Official Records Book 10605, Page 6827 of the public records of Orange County, Florida (the “**Use Agreement**”).

(D) Pursuant to the Use Agreement and the approved construction plan related thereto, the Association has certain obligations relative to maintaining bike trails (the “**Bike Trails**”) in the roads which have been or will be dedicated to public use.

(E) Pursuant to Section 15.ii of the Declaration, “Developer, prior to Turnover, . . . specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran’s Administration, the District, Federal National Mortgage Association, the County, or any other governmental agency.”

(F) Orange County, Florida, as a prerequisite for the approval of the plat for Phase 3 of Reserve at Sawgrass, requires the Declaration be amended to reaffirm that the Association shall maintain the Bike Trails pursuant to the Use Agreement (the “**Bike Trail Amendment**”).

(G) Turnover as defined in the Declaration has not occurred.

(H) Developer desires to make the Bike Trail Amendment pursuant to Section 15.ii of the Declaration.

NOW, THEREFORE, the Developer hereby agrees and covenants as follows:

1. **Recitals**. The above recitals of facts are true and correct and, by this reference, are made a part of the operative terms of this Amendment.

2. **Definitions**. Capitalized terms used but not defined herein shall have the same meanings in the Declaration.

3. **New Section 6.ii**. A new Section 6.ii is hereby added to the Declaration to read as follows:

ii. Pursuant to that certain Use Agreement among Developer, the Association, and Orange County recorded on July 23, 2013, in Official Records Book 10605, Page 6827 of the public records of Orange County, Florida, the Association shall maintain those certain bike trails in the roads which have been or will be dedicated to public use by the Plat of Reserve at Sawgrass – Phase 1, recorded in Plat Book 80, page 126, of the public records of Orange County, Florida.

4. **Conflict**. In the event of a conflict between this Amendment and the Declaration, this Amendment will control.

5. **Ratification**. The Declaration, as amended by this Amendment, remains in full force and effect according to the terms thereof and hereof.

6. **Effective Date**. This Amendment is effective upon the date it is recorded in the public records of Orange County, Florida.

[Signature follows on next page.]

IN WITNESS WHEREOF, Developer has executed this instrument as of the date first written above.

WITNESSES:

Name: [Signature]
Print Name: Dallas Austin

Name: [Signature]
Print Name: Roberta Rabatin

BEAZER HOMES CORP.,

a Tennessee corporation

By: [Signature]

Name: Jeremy Camp

Title: Director, Land Development

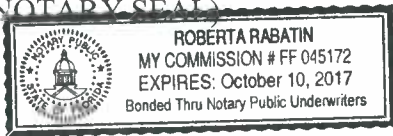
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of Sept., 2014, by Jeremy Camp, as Director, Land Dev. of **BEAZER HOMES CORP.**, a Tennessee corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: Roberta Rabatin
(Legibly Printed)

Notary Public, State of Florida

FF045172
(Commission Number, if any)