

This instrument was prepared by and
after recordation please return to:

Thomas F. Lang, Esquire
The Law Offices of Thomas F. Lang
Suite 300
1631 East Vine Street
Kissimmee, Florida 34744

DOCN 20140442019 B: 10797 P: 9329
08/29/2014 11:18:00 AM Page 1 of 5
Rec Fee: \$44.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: LAW OFFICES OF THOMAS F L



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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR RESERVE AT SAWGRASS HOMEOWNERS ASSOCIATION, INC.**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR RESERVE AT SAWGRASS** ("Amendment") is made as of the Effective Date as
established herein by **BEAZER HOMES CORP.**, a Tennessee corporation ("Declarant"), whose post office
address is 1000 Abernathy Road, Suite 260, Atlanta, Georgia 30328.

RECITALS:

WHEREAS, the Declarant is the "Declarant" under that certain Declaration of Covenants,
Conditions, Easements and Restrictions for Reserve at Sawgrass ("**Declaration**"), recorded in the Official
Records of Orange County, Florida at Book 10668, Page 6145; and

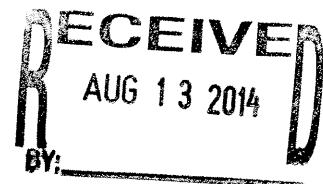
WHEREAS, Pursuant to Section 15 (ii) of the Declaration, the Declarant has the right to amend
the Declaration prior to Turnover;

WHEREAS, Turnover has not yet occurred; and

WHEREAS, the Declarant has determined that the proposed Amendment contained herein is
not arbitrary, capricious or in bad faith. It also will not destroy the general plan of the development nor
prejudice the rights of nondeveloper members of the community nor will it shift any economic burdens
from the developer to the existing nondeveloper members.

WHEREAS, None of the Limitations set forth in Paragraph 15 (iv) (a) (b) and (c) preclude the
filing of this Amendment.

WHEREAS, pursuant to the authority granted to the Declarant by the Declaration, Declarant
intends to amend the Declaration as set forth herein:



NOW, THEREFORE, The Declarant for itself and its successors in interest or its assigns, by the execution and recording of this Amendment in the Public Records, does hereby declare that the Declaration is hereby amended as follows:

1. Section 10.(xv) titled **Signs** of the Declaration is hereby deleted in its entirety and replaced with the language that follows:

“Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARB. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARB: (i) street number and name signs and; (ii) as generally depicted in **Exhibit “A”** attached hereto and made a part hereof by this reference, one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4” by 4” post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection the marketing of the affected Lot for sale or lease. Wire stake signs, commonly known as “H-Frame” or “U-Frame” signs, are expressly prohibited. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or Association may enter upon any Lot and remove and destroy any sign that violates this Section. This Section shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant’s written approval of any such signs, structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant’s sole and absolute discretion.”

2. That certain exhibit titled **Exhibit “A” Signs** , attached hereto and made a part hereof by this reference shall hereinafter be included as an exhibit to the Declaration.

3. Section 10.(ix) titled **Walls and Fences** of the Declaration is hereby deleted in its entirety and replaced with the language that follows:

“Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it has been approved the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must be of a material approved by the ARB and must be installed with posts and supports on the inside. Additionally, fences may only be permitted with drainage easements on an Owner’s Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences

permitted within drainage easements pursuant to the terms herein, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any "Maintenance, Operation and Repair" (as that term may be defined herein) or in connection with any other maintenance, repair, construction, or installations concerning the drainage easement area.

Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association or other Government Authority having jurisdiction of the Lot (including but not limited to the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace or pay for said fence or portion thereof. Notwithstanding anything herein to the contrary, so long as Declarant or any Builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use. The following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is tan in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link

4. Article 10 of the Declaration is amended to include a new Section xxxviii is added to the Declaration to read as follows:
 - xxxviii. **Outdoor Drying.** Clothing, laundry or wash that is aired or dried outside of any Dwelling on any Lot shall be placed on the Lot where such clothing, laundry, wash and drying apparatus or clothes lines are fully screened from view from adjacent property and streets by fencing or landscaping.
5. This Amendment shall become effective upon its recordation in the Public Records of Orange County, Florida. Such recording date shall be the First Amendment Effective Date.
6. Except as modified by this Amendment, the Declaration remains unmodified and in full force and effect. In the event of any inconsistency or conflict between the terms of this Amendment and the terms of the Declaration, the terms of the Amendment are intended to control so as to resolve such inconsistency or conflict.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to be effective as of the First Amendment Effective Date.

DECLARANT:

Signed, Sealed and Delivered in the presence of:

BEAZER HOMES CORP., a Tennessee corporation

[Signature]
Print Name: Dallas Austin

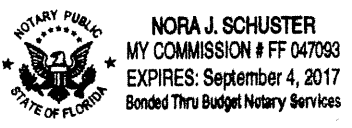
By: [Signature]
Name: Jeremy Camp
Title: Director of Land Development

[Signature]
Print Name: Nora J Schuster

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing document was acknowledged before me on this 11 day of August, 2014, by Jeremy Camp, the Dir, Land Devel of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He/She is personally known to me or has produced his/her _____ as identification.



[Signature]
Name: Nora J Schuster
Title: Notary Public
My Commission expires: 9/4/17

[Notary Stamp or Seal]

Exhibit "A"

Signs

