

Return to:
Lennar Homes, Inc.
4902 Eisenhower Blvd. Suite 289
Tampa, FL 33634



PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131



Rspt: 481217 Rec: 28.50
DS: 0.00 IT: 0.00
03/13/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
03/13/01 09:59am 1 of 6
OR BK 4556 PG 1127

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
GRAND OAKS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR GRAND OAKS ("Second Amendment") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Grand Oaks Master Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Lennar recorded the Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4460 at Page 467 of the Public Records of Pasco County, Florida (the "Original Declaration"), respecting the residential community located in Pasco County, Florida known as Grand Oaks ("Grand Oaks").
- B. The Original Declaration was subsequently amended by the First Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4527 at Page 264 of the Public Records of Pasco County, Florida (the "First Amendment"). The Original Declaration together with the First Amendment shall hereinafter be referred to as the "Declaration."
- C. Section 5.1 of the Declaration provides that prior to the Turnover Date, additional lands may be made part of Grand Oaks by Developer by the recording of an amendment to the Declaration.
- D. Section 4.2 of the Declaration permits Lennar, as Developer, to amend the Original Declaration at any time prior to the Turnover Date without the joinder or consent of any other person or entity whatsoever, which date has not yet occurred.
- E. Lennar desires to annex the real property legally described on Exhibit A attached hereto as part of Grand Oaks.

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

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment, and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"Declaration" shall mean the Original Declaration, the First Amendment and this Second Amendment, together with all amendments and modifications thereof.

4. Annexation. All of the property described in Exhibit A attached hereto shall hereinafter comprise a part of Grand Oaks and be annexed into the Declaration as part of the property in Exhibit 1 to the Original Declaration, and as such, be subject to the provisions of the Declaration and the jurisdiction of the Association.
5. Covenant Running with Grand Oaks. This Second Amendment is a covenant running with the Grand Oaks.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 6th day of March, 2001.

WITNESSES:

Erin L. Cissel
 Print Name: ERIN L. CISSEL

Betty D. Valenti
 Print Name: BETTY D. VALENTI

LENNAR HOMES, INC., a Florida corporation

By: [Signature]
 Name: Robert Andrews
 Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 6th day of March, 2001 by Robert Alvarez as Vice President of Lennar Homes, Inc., who is personally known to me or who has produced _____ as identification.

My commission expires:

Betty D. Valenti

NOTARY PUBLIC, State of Florida

at Large

Print name: BETTY D. VALENTI



JOINDER

GRAND OAKS MASTER ASSOCIATION, INC.

GRAND OAKS MASTER ASSOCIATION, INC. does hereby join in the Second Amendment to Declaration of Restrictions and Covenants for Grand Oaks ("Second 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 acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Second Amendment, as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2nd day of March, 2001.

WITNESSES:

E. Victoria Hoffman
Print Name: E. VICTORIA HOFFMAN

Erin L. Cissel
Print Name: ERIN L. CISSER

GRAND OAKS MASTER ASSOCIATION, INC., a Florida not for profit corporation

By: Betty D. Valenti
Name: BETTY D. VALENTI
Title: President

{SEAL}

STATE OF FLORIDA)

COUNTY OF Headsborough) SS.:
)

The foregoing instrument was acknowledged before me this 2nd day of March, 2001 by Betty Valenti as President of GRAND OAKS MASTER ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

E. Victoria Hoffman
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



EXHIBIT A

LEGAL DESCRIPTION: Grand Oak Phase 2, Unit 4

The undersigned owners of the lands shown on this plat to be known as Grand Oaks Phase 2, Unit 4, a subdivision of a portion of Section 15, Township 26 South, Range 19 East, Pasco County, Florida and being further described as follows:

Begin at the Northwest corner of TRACT "L" as depicted in GRAND OAKS PHASE 2, UNITS 1 AND 2 as recorded in Plat Book 40, Page 1 of the public records of said Pasco County; thence along the Westerly boundary of said GRAND OAKS PHASE 2, UNITS 1 AND 2 with the following twenty four (24) courses, (1) S00°18'43"E, a distance of 159.98 feet; (2) 37.27 feet along the arc of a non-tangent curve, concave Easterly, having a radius of 187.00 feet, a central angle of 11°25'09", a chord bearing of S05°23'51"W and a chord distance of 37.21 feet; (3) S00°18'43"E, a distance of 200.00 feet; (4) S89°41'17"W, a distance of 110.00 feet; (5) N00°18'43"W, a distance of 22.00 feet; (6) S89°41'17"W, a distance of 50.00 feet; (7) N00°18'43"W, a distance of 90.00 feet; (8) S89°41'17"W, a distance of 117.32 feet; (9) S00°18'43"E, a distance of 110.00 feet; (10) S89°41'17"W, a distance of 48.53 feet; (11) S00°18'43"E, a distance of 50.00 feet; (12) N89°41'17"E, a distance of 50.00 feet; (13) S00°18'43"E, a distance of 110.00 feet; (14) S59°56'18"W, a distance of 50.38 feet; (15) S89°41'17"W, a distance of 236.73 feet; (16) S00°18'43"E, a distance of 57.97 feet to the beginning of a curve; (17) 282.73 feet along the arc of said curve, concave Easterly, having a radius of 489.00 feet, a central angle of 33°07'38", a chord bearing of S16°52'32"E and a chord distance of 278.81 feet to the curve's end; (18) S60°02'55"W, a distance of 25.04 feet; (19) S29°57'05"E, a distance of 37.21 feet; (20) 138.05 feet along the arc of a non-tangent curve, concave Southerly, having a radius of 1405.00 feet, a central angle of 05°37'46", a chord bearing of N68°27'12"E and a chord distance of 137.99 feet to a point of compound curvature; (21) 129.67 feet along the arc of a curve, concave Southerly, having a radius of 505.00 feet, a central angle of 14°42'44", a chord bearing of N78°37'27"E and a chord distance of 129.32 feet; (22) S04°01'11"E, a distance of 60.00 feet; (23) 114.27 feet along the arc of a non-tangent curve, concave Southerly, having a radius of 445.00 feet, a central angle of 14°42'44", a chord bearing of S78°37'27"W and a chord distance of 113.95 feet to a point of compound curvature; (24) 99.88 feet along the arc of a curve, concave Southerly, having a radius of 1345.00 feet, a central angle of 04°15'17", a chord bearing of S69°08'27"W and a chord distance of 99.86 feet to a point of compound curvature; thence departing said Westerly boundary, 289.14 feet along the arc of a curve, concave Southeasterly, having a radius of 1345.00 feet, a central angle of 12°19'02", a chord bearing of S60°51'17"W and a chord distance of 288.59 feet to the curve's end; thence S54°41'46"W, a distance of 110.50 feet to the beginning of a curve; thence 31.42 feet along the arc of said curve, concave Easterly, having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of S09°41'46"W and a chord distance of 28.28 feet to the curve's end; thence S35°18'14"E, a distance of 20.00 feet; thence S54°41'46"W, a distance of 50.00 feet; thence N35°18'14"W, a distance of 25.00 feet to the beginning of a curve; thence 31.42 feet along the arc of said curve, concave Southerly, having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N80°18'14"W and a chord distance of 28.28 feet to the curve's end; thence S54°41'46"W, a distance of 91.00 feet to the most Northerly corner of TRACT "M" of GRAND OAKS PHASE 2, UNITS 1 AND 2 aforementioned; thence S54°41'46"W along the Northerly boundary of said TRACT "M",

a distance of 41.26 feet to the beginning of a curve; thence 145.78 feet along the arc of said curve, concave Southeasterly, having a radius of 330.00 feet, a central angle of $25^{\circ}18'42''$, a chord bearing of $S42^{\circ}02'25''W$ and a chord distance of 144.60 feet; thence departing said Northerly boundary, $N60^{\circ}36'56''W$, a distance of 50.00 feet; thence 167.87 feet along the arc of a non-tangent curve, concave Southeasterly, having a radius of 380.00 feet, a central angle of $25^{\circ}18'42''$, a chord bearing of $N42^{\circ}02'25''E$ and a chord distance of 166.51 feet; thence $N25^{\circ}35'57''W$, a distance of 58.65 feet; thence $N54^{\circ}41'46''E$, a distance of 192.37 feet; thence $S35^{\circ}18'14''E$, a distance of 32.81 feet to the beginning of a curve; thence 31.42 feet along the arc of said curve, concave Northerly, having a radius of 20.00 feet, a central angle of $90^{\circ}00'00''$, a chord bearing of $S80^{\circ}18'14''E$ and a chord distance of 28.28 feet to the curve's end; thence $N54^{\circ}41'46''E$, a distance of 100.25 feet; thence $N35^{\circ}18'14''W$, a distance of 46.91 feet; thence $N30^{\circ}15'36''W$, a distance of 175.15 feet; thence $N35^{\circ}18'14''W$, a distance of 174.33 feet to the beginning of a curve; thence 146.53 feet along the arc of said curve, concave Easterly, having a radius of 214.35 feet, a central angle of $39^{\circ}10'07''$, a chord bearing of $N15^{\circ}43'11''W$ and a chord distance of 143.70 feet to a point of reverse curvature; thence 181.53 feet along the arc of a curve, concave Westerly, having a radius of 1335.65 feet, a central angle of $07^{\circ}47'14''$, a chord bearing of $N00^{\circ}01'44''W$ and a chord distance of 181.39 feet to the curve's end; thence $N03^{\circ}55'21''W$, a distance of 238.49 feet; thence $N10^{\circ}05'30''W$, a distance of 47.14 feet to the beginning of a curve; thence 164.01 feet along the arc of said curve, concave Southwesterly, having a radius of 187.00 feet, a central angle of $50^{\circ}15'11''$, a chord bearing of $N35^{\circ}13'05''W$ and a chord distance of 158.81 feet to the curve's end; thence $N00^{\circ}18'43''W$, a distance of 20.20 feet to the North boundary of said Section 15; thence $N89^{\circ}41'17''E$ along said North boundary, a distance of 1090.94 feet, to the POINT OF BEGINNING.

Containing 17.075 acres, more or less.