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THIS INSTRUMENT PREPARED BY:

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RETURN TO: *M. Hunter*
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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF MAPLEWOOD VILLAGE AT LIVE OAK PRESERVE

The undersigned, being the "DECLARANT" pursuant to the Declaration of Covenants and Restrictions of Maplewood Village at Live Oak Preserve (the "DECLARATION"), recorded in Official Records Book 13612, at Page 1872, of the Public Records of Hillsborough County, Florida, hereby amends the DECLARATION as follows:

1. Paragraph 5.4 of the DECLARATION is amended to read as follows:

5.4 Approval. The APPROVING PARTY shall notify the OWNER of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed disapproved. Upon request the APPROVING PARTY shall give written notice of any approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves any IMPROVEMENT, the OWNER requesting approval may proceed to make the IMPROVEMENT in strict conformance with the approved plans and specifications, subject to any conditions of the APPROVING PARTY's approval, and shall not make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

2. Paragraph 6.2 of the DECLARATION is amended to read as follows:

6.2 Automobiles, Vehicles and Boats. Only automobiles, vans, pick-up trucks, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT

PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no truck with more than two axles, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The OWNER and residents of any UNIT shall not park more vehicles outside of a UNIT overnight than the number of doors on the garage of the UNIT, without the prior written consent of the APPROVING PARTY. In any event, no vehicle shall be parked overnight in any street, or in a driveway in a manner which blocks the adjoining sidewalks. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

3. Paragraph 6.27 of the DECLARATION is amended to read as follows:

6.27 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, sheds, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the APPROVING PARTY.

4. Paragraph 6.35 of the DECLARATION is amended to read as follows:

6.35 Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other IMPROVEMENTS thereon, or any activity associated with the sale or leasing of any UNITS within the SUBJECT PROPERTY, by DECLARANT or any other builder building homes within the SUBJECT PROPERTY, or any activity associated with the construction, sale or leasing of any UNITS within any other property owned by DECLARANT or any affiliate of DECLARANT or any builder. Specifically, and without limitation, DECLARANT and any builder shall have the right to, (i) construct any UNITS or IMPROVEMENTS within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto, (ii) maintain sales, leasing, general office and construction operations on any LOT, for use in connection with the SUBJECT PROPERTY or any other property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, general office, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction activities; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of

the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing, or promoting any portion of the SUBJECT PROPERTY or any other property.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in Paragraph 10.1 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 30 day of JUNE, 2004

WITNESSES:

Jill Slawa
First Name: Jill Slawa
Christina Gatto
First Name: Christina Gatto

LIVE OAK DEVELOPMENT 1, LLC, a Florida limited liability company

By: [Signature]
Its: 3300 University Drive
Coral Springs, Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of June, 2004, by Denise Falcone, as member of LIVE OAK DEVELOPMENT 1, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

Jill A. Slawa
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JILL A. SLAWA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00190382
EXPIRES 05/14/2007
BORNED THROUGH NOTARY