PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 401 East Jackson Street, Suite 2100 Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA------

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRADA MASTER HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRADA MASTER HOMEOWNERS ASSOCIATION, INC. (this "First Amendment") is made this 11th day of June, 2019 by CR PASCO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("CR Pasco"), CRCG ONE, LP, a Delaware limited liability company ("CRCG One"), and CRCG TWO, LP ("CRCG Two") (CR Pasco, CRCG One, and CRCG Two being collectively referred to herein as the "Declarant"), and joined by the MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association").

RECITALS:

- A. Declarant recorded the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mirada Master Homeowners Association, Inc. in O.R. Book 9727, Page 1554, of the Public Records of Pasco County, Florida (the "**Declaration**").
- B. Pursuant to Article XII of the Declaration, the Declarant may amend the Declaration without the joinder or consent of any person or entity so long as Declarant is in control of the Master Association and maintains its Class "B" membership status.
- C. The Declarant is still in control of the Master Association and maintains its Class "B" membership status.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are <u>double-underlined</u> indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

9/1/1339

- 2. In the event there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified herein, the Declaration shall remain in full force and effect.
- 3. The legal description of the Property described on <u>Exhibit "A"</u> attached to the Declaration is hereby deleted and amended in its entirety and replaced with the legal description of the Property described on <u>Exhibit "A"</u> attached hereto and incorporated herein. All references to the "Property" throughout the Governing Documents shall mean the land described on <u>Exhibit "A"</u> attached hereto, together with any Additional Property hereafter annexed pursuant to Article III of the Declaration.
 - 4. Article I, Section 18 of the Declaration is hereby amended as follows:
 - 18. "Club Plan" shall mean the <u>Amended and Restated Club Plan for Mirada Club, recorded in Official Records Book 9920, Page, 2869 in the Public Records of Pasco County, a copy of which is attached hereto as "Exhibit D," together with all amendments and modifications thereof. For purposes of clarification, Exhibit "D" attached to the Declaration, and any reference to Exhibit "D" as may be referenced in the Declaration, is hereby deleted. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the Club Plan does not establish or govern a homeowners association or club association, and the Club Plan is not governed by the Homeowners' Association Act, Chapter 720, Florida Statutes. The Declaration is subordinate in all respects to the Club Plan. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE CLUB PLAN, THE CLUB PLAN SHALL CONTROL.</u>
- 5. Article I of the Declaration is hereby amended to add the following new Sections as consecutively numbered additional definitions:
 - 50. "Absentee Owner" shall mean an Owner of a Lot who is not occupying the Dwelling located on such Lot as his or her primary personal residence or homestead real property, as defined by applicable Florida law. Accordingly, if the Owner of the Lot is a for-profit or non-profit business entity and not an individual, then such Owner shall be an "Absentee Owner," unless one or more of the individuals holding an ownership interest in such business entity are occupying the Dwelling located on such Lot as their primary personal residence. In the latter case, notwithstanding that the Dwelling is not homestead real property under Florida law, the individual holding an ownership interest in the Lot and occupying it as his or her primary personal residence shall be deemed an "Owner" and not an "Absentee Owner" for so long as he or she occupies the Dwelling for such purposes.
 - 51. "Absentee Owner Occupant" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Absentee Owner, if such occupancy is not as a Tenant (as defined below) pursuant to a bona fide lease for a fair market rental as otherwise provided in this Declaration and in accordance with Article X, Section 18 below.
 - 52. "<u>Tenant</u>" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Owner with such occupancy pursuant to a bona fide lease which complies with the terms and conditions set forth in Article X, Section 18 below.

- Article X, Section 18 of the Declaration is hereby amended and restated in its entirety as follows (SUBSTANTIAL REWORDING - SEE GOVERNING DOCUMENTS FOR **CURRENT TEXT):**
 - 18. Use, Rentals, Tenants, Absentee Owner Occupants. Lots shall be used for single family residential purposes only. Tenants and Absentee Owner Occupants may utilize the Common Property in accordance with the Declaration and may utilize and the Club Facilities in accordance with and except as otherwise expressly provided in the Club Plan. The number of Tenants or Absentee Owner Occupants occupying a single Dwelling shall be as required by applicable state and local laws, codes, and ordinances, as the same may be amended from time to time. If no such requirement exists under applicable laws, codes and ordinance, however, then the requirement shall be two (2) persons per bedroom within such Dwelling. For purposes of this paragraph, the word "occupying" means a natural person occupying the Dwelling overnight.
 - Rentals to Tenants. Owners may rent or lease Dwellings to Tenants for periods of not less than six (6) months and not more than one (1) year. Leases must be for the entire Dwelling and individual rooms within a Dwelling may not be leased. An Owner, at least seven (7) days prior to entering into a written lease agreement, shall deliver written notice of the lease to the Master Association, together with a copy of the proposed written lease and application fee established by the Board of Directors (unless modified by the Board of Directors, the application fee shall be fifty dollars [\$50.00]). Leases must contain a provision that permits the Owner to evict the Tenant for violations of the Governing Documents. The Tenant shall complete such informational form as may be required by the Master Association and Owner shall deliver the same to the Master Association prior to commencement of the tenancy. The Master Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this Declaration against such Tenant and the Owner but without any obligation to do so against Tenant, such enforcement being the sole responsibility of the Owner.

The Owner agrees to remove, at the Owner's sole expense, by legal means including eviction, such Tenant in the event a Tenant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation. to evict such Tenant and the costs of the same shall be the responsibility of Owner.

Absentee Owner Occupant. An Owner of a Lot shall not permit all Absentee Owner Occupants to occupy the Dwelling located on the Lot for an aggregate combined total of greater than one-hundred eighty (180) days (without regard to whether such days are consecutive or not) in any three-hundred sixty-five day (365) day period. An Owner, at least seven (7) days prior to occupancy of such Owner's Dwelling by an Absentee Owner Occupant, shall truthfully complete, execute, and deliver to the Master Association such informational form as may be required by the Master Association prior to commencement of occupancy by such Absentee Owner Occupant. The Master Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this Declaration against any such Absentee Owner Occupant, as well as the Owner but without any

obligation to do so against an Absentee Owner Occupant, such enforcement being the sole obligation of the Owner.

Each Owner agrees to remove, at such Owner's sole expense, by legal means diligently prosecuted to completion, an Absentee Owner Occupant if such Absentee Owner Occupant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation, to remove an Absentee Owner Occupant from the Property without limiting any other rights of the Master Association under this Declaration, and the costs of the same shall be the responsibility of such Owner.

- 7. Article VII, Section 11 of the Declaration is hereby amended as follows:
 - 11. Subordination. The lien rights created in this Declaration shall be for the benefit of the Club Owner and the Master Association, in that order of priority. The assessment lien shall be subordinate to (i) the lien for Club Dues as provided in the Club Plan, (ii), the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (iii) the lien of any first priority, purchase money mortgage of an institutional lender. Any such mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, and no mortgagee shall have the obligation to collect any such sums. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Except as otherwise provided herein, any Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due. The lien for assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2018), or (ii) a lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for assessments encumbering the Lot or chargeable to the former Owner of the Lot which became due prior to such sale or transfer.
- The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.
- This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has duly executed this Amendment on the date first written above.

WITNESSES:	DECL	ARA	NT:		
		CR PASCO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company			
	Ву:		PASCO INVESTORS, LLC, a Delaware ed liability company, Its Sole Member		
		Ву:	SUBSTANTIA CANNON, LLC, a Delaware limited liability company, Its Managing Member By:		
Printed Name:			John M. Ryan Its Manager		
			[Company Seal]		
Printed Name:					
STATE OF FLORIDA					
COUNTY OF HILLSBOROUGH					
The foregoing instrument was of	M. Ryai mpany, liability elaware	n, as , as compelimite Nota	Managing Member of CR PASCO pany, the sole Member of CR PASCO		

IN WITNESS WHEREOF, Declarant has duly executed this Amendment on the date first written above.

WITNESSES:

DECLARANT:

CRCG ONE, LP, a Delaware limited liability company

By: CRGP, Inc., a Delaware corporation, Its General Partner

Its Vice-President

.

Printed Name: Christie Davie

[Company Seal]

Printed Name:

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this $\underline{\mathcal{MU}}$ day of $\underline{\mathcal{MU}}$, 2019, by Greg Singleton, as Vice-President of CRGP, Inc., a Delaware corporation, the general partner of CRCG ONE, LP, a Delaware limited partnership, on behalf of the corporation and limited partnership. He is personally known to me.

Notary Public State of Florida Lori Price My Commission GG 034184 Expires 12/11/2020

Notary Public, State of Florida Printed name: (Ari Pric-

My Commission Expires: 17411

WITNESSES:

DECLARANT:

CRCG TWO, LP, a Delaware limited liability company

By:

CRGP, Inc., a Delaware corporation,

Its General Partner

Its Vice-President

Co ci

Printed Name: Christie Day

[Company Seal]

Printed Name:

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _________ day of _________, 2019, by Greg Singleton, as Vice-President of CRGP, Inc., a Delaware corporation, the general partner of CRCG TWO, LP, a Delaware limited partnership, on behalf of the corporation and limited partnership. He is personally known to me.

Notary Public, State of Florida

Printed name: Lov L

My Commission Expires: 12/11

Notary Public State of Florida Lori Price My Commission GG 034184 Expires 12/11/2020

JOINDER

MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "<u>Master Association</u>") does hereby join in the First Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements Mirada Master Homeowners Association, Inc. (the "<u>First Amendment</u>") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Master Association agrees this joinder is for the purpose of evidencing the Master Association's acceptance of the rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Master Association has no right to approve the First Amendment.

Master Association has no right to appro-	
IN WITNESS WHEREOF, the under day of, 2019.	ersigned has executed this Joinder on this
WITNESSES:	MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation
Print Name: Christie Davie	By: Name: John Ryan Title: President
Kelhe, Render Print Name. Kelhey Reminel	[Corporate Seal]
STATE OF FLORIDA) COUNTY OF HILLSBOROUGH) The foregoing instrument was M(u) , 2019, by John HOMEOWNERS ASSOCIATION, INC. personally known to me] [has produ identification].	acknowledged before me thisday of Ryan, as President of MIRADA MASTER, a Florida not-for-profit corporation. He [is cedas
Notary Public State of Florida Lori Price My Commission GG 034184 Expires 12/11/2020	Print Name: Lovi Price My Commission Expires: 12/11/2020

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION: A parcel of land lying in Sections 9, 10, 11, 14, 15, 16, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 10, run thence along the East boundary of the Southeast 1/4 of said Section 10, N.00°08'03"W., a distance of 2602.70 feet to the South right of way line of Clinton Avenue Extension, according to that certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 25, of the Public Records of Pasco County, Florida and the POINT OF BEGINNING; thence along said South right of way line Clinton Avenue Extension, S.89°48'56"E., a distance of 4039.44 feet to the West right of way line of Curley Road (County Road 577), according to aforesaid certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 25; thence along said West right of way line of Curley Road (County Road 577) according to said certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 25, S.00°16'08"W., a distance of 1430.91 feet to the Southwest corner of said certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 25; thence continue along said West right of way line Curley Road (County Road 577), according to that certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 16, of the Public Records of Pasco County, Florida, the following three (3) courses: 1) continue S.00°16'08"W., 2010.64 feet to a point of curvature; 2) Southerly, 701.41 feet along the arc of a curve to the right having a radius of 1000.00 feet and a central angle of 40°11'17" (chord bearing S.20°21'46"W., 687.12 feet) to a point of tangency; thence S.40°27'25"W., a distance of 167.05 feet to a point on the Northerly right of way line of said Curley Road (County Road 577), according to Florida Department of Transportation Right of Way Map Section Number 1455-250; thence along said Northerly right of way line the following two courses: 1) N.89°46'12"W., a distance of 379.87 feet; thence Southwesterly, 948.69 feet along the arc of a non-tangent curve to the left having a radius of 605.96 feet and a central angle of 89°42'07" (chord bearing S.45°24'39"W., 854.73 feet); thence along the West right of way line of said Curley Road (County Road 577), according to aforesaid Florida Department of Transportation Right of Way Map Section Number 1455-250, S.00°33'06"W., a distance of 709.34 feet; thence continue along said Westerly right of way line, according to that certain Quit Claim Deed recorded in Official Records Book 8879, Page 2041, of the Public Records of Pasco County, Florida, Southerly, 48.31 feet along the arc of a nontangent curve to the left having a radius of 1170.00 feet and a central angle of 02°21'57" (chord bearing S.16°30'53"W., 48.31 feet) to the North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of aforesaid Section 14, Township 25 South, Range 20 East; thence along said North boundary of the South 665.00 feet of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of aforesaid Section 14, N.89°57'49"W., a distance of 1300.61 feet to the Northwest corner thereof; thence along the East boundary of the West 1/2 of aforesaid Southwest 1/4 of Section 14, S.00°00'32"W., a distance of 2292.75 feet to Northeast corner of Tyndall Road right of way, according to aforesaid certain Right Of Way Warranty Deed recorded in aforesaid Official Records Book 7241, Page 16; thence along the North right of way line said Tyndall Road, according to that certain Right Of Way Warranty Deed recorded in aforesaid Official Records Book 7241, Page 16, S.89°50'54"W., a distance of 3762.48 feet to the Northwest corner thereof; thence along the West right of way line of said Tyndall Road, according to said certain Right Of Way Warranty Deed recorded in Official Records Book 7241, Page 16,

S.13°30'37"W., a distance of 22.74 feet to the South boundary of aforesaid Section 15; thence along said South boundary of Section 15, S.89°54'46"W., a distance of 3061.94 feet to the Southeast corner of aforesaid Section 16; thence along the South boundary of said Section 16, S.89°57'49"W., a distance of 1334.34 feet to the Southwest corner of the East 1/4 of said Section 16; thence along the West boundary of said East 1/4 of Section 16, N.00°13'57"W., a distance of 5304.85 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of aforesaid Section 9; thence along the West boundary of said Southeast 1/4 of the Southeast 1/4 of Section 9, N.01°26'18"E., a distance of 110.04 feet to the North boundary of the South 110 feet of said Southeast 1/4 of the Southeast 1/4 of Section 9; thence along said North boundary of the South 100 feet of the Southeast 1/4 of the Southeast 1/4 of Section 9, N.89°57'09"E., a distance of 724.10 feet to the West boundary of the East 600 feet of said Southeast 1/4 of the Southeast 1/4 of Section 9; thence along said West boundary of the East 600 feet of the Southeast 1/4 of the Southeast 1/4 of Section 9, N.01°10'29"E., a distance of 1222.90 feet to the South boundary of the Northeast 1/4 of the Southeast 1/4 of Section 9; thence along said South boundary of the Northeast 1/4 of the Southeast 1/4 of Section 9, S.89°52'23"W., a distance of 59.08 feet to the Southwest corner of the East 1/2 of said Northeast 1/4 of the Southeast 1/4 of Section 9; thence along the West boundary of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 9, N.01°17'42"E., a distance of 1332.90 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, N.01°22'11"E., a distance of 130.71 feet to the South right of way line of Clinton Avenue Extension, according to that certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 36, of the Public Records of Pasco County, Florida; thence along said South right of way line of Clinton Avenue Extension, N.82°20'15"E., a distance of 59.50 feet to the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, S.01°15'27"W., a distance of 123.60 feet to the South boundary of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence along the West boundary of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 9, S.01°10'29"W., a distance of 839.31 feet to the South boundary of the North 824.24 feet of the East 1/2 of aforesaid Northeast 1/4 of the Southeast 1/4 of Section 9; thence along said South boundary of the North 824.24 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 9, N.89°47'34"E., a distance of 250.07 feet to the Southeast corner of the North 824.24 feet of the West 250.00 of the East 596.85 feet of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 9; thence along the East boundary of said West 250.00 feet of the East 596.85 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 9, and the East boundary of the West 250.00 feet of the East 596.85 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 9, the following two courses: 1) N.01°10'29"E., a distance of 833.10 feet; 2) N.01°15'27"E., a distance of 162.79 feet to a point on a curve on the South right of way line of Clinton Avenue Extension, according to that certain Right of Way Warranty Deed recorded in Official Records Book 7241, Page 36, of the Public Records of Pasco County, Florida; thence along said South right of way line of Clinton Avenue Extension, the following four (4) courses: 1) Easterly, 1892.08 feet along the arc of a non-tangent curve to the right having a radius of 5912.50 feet and a central angle of 18°20'08" (chord bearing S.88°32'16"E., 1884.02 feet) to a point of tangency; 2) S.79°22'12"E., a distance of 397.28 feet to a point of curvature; 3) Easterly, 1109.81 feet along the arc of a tangent curve to the left having a radius of 6087.50 feet and a central angle of 10°26'44" (chord bearing S.84°35'34"E., 1108.27 feet); 4) S.89°48'56"E., a distance of 2406.83 feet to the POINT OF BEGINNING. Containing 1748.973 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION: A parcel of land lying in Section 15, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 15, run thence along the East boundary of the Northeast 1/4 of said Section 15, S.00°21'17"E., a distance of 2490.43 feet; thence S.89°38'43"W., a distance of 1003.55 feet to the POINT OF BEGINNING; thence S.11°38'56"E., a distance of 324.03 feet; thence N.60°10'05"W., a distance of 228.04 feet; thence S.71°42'16"W., a distance of 152.54 feet; thence S.40°18'12"W., a distance of 77.47 feet; thence N.61°43'05"W., a distance of 476.28 feet; thence N.30°34'09"E., a distance of 109.35 feet; thence N.81°37'57"E., a distance of 74.89 feet; thence N.08°22'03"W., a distance of 146.23 feet; thence N.78°21'04"E., a distance of 301.97 feet; thence Southeasterly, 455.53 feet along the arc of a tangent curve to the right having a radius of 290.00 feet and a central angle of 90°00'00" (chord bearing S.56?38'56"E., 410.12 feet) to the POINT OF BEGINNING. Containing 6.626 acres, more or less.