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

This SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRADA MASTER HOMEOWNERS ASSOCIATION, INC. (this "**Amendment**") is made by CR PASCO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("**CR Pasco**"), CRCG ONE, LP, a Delaware limited partnership ("**CRCG One**"), and CRCG TWO LP, a Delaware limited partnership ("**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, and the FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRADA MASTER HOMEOWNERS ASSOCIATION, INC. recorded in Official Records Book 9926, Page 2937 of the Public Records of Pasco County, Florida (collectively, 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. Declarant is still in control of the Master Association and maintains its Class "B" membership status.

NOW THEREFORE, 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 double-underlined indicate additions to the present text.

1. The foregoing recitals are true and correct and are incorporated into and form

a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this 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. Article V, Section 3 of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Notwithstanding the foregoing or anything contained herein to the contrary, no such easements or agreements shall encumber or be imposed upon any property within the Community owned by a Builder, unless such Builder provides its prior written consent to such easement or agreement."

4. Article V, Section 11 of the Declaration is hereby amended as follows:

11. Declarant Not Subject to Rules and Regulations. The Community Standards and Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of Declarant or Club Owner. The Community Standards and Rules and Regulations shall not apply to Builders or to any property owned by a Builder, and shall not be applied in a manner which would restrict or interfere with the development and/or sale of any property owned by a Builder. Without limiting the foregoing, Declarant, Club Owner and/or their assigns, and Builders, as the case may be, shall have the right to: (i) develop and construct the Club, Lots, Dwellings, Common Property, facilities, and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto (subject to Declarant's written approval of a Builder's plans for such Dwellings, Common Property and other improvements and facilities to be constructed by such Builder); (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Dwellings and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Property, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Lots and Dwellings; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising the Community. All of the foregoing rights of Declarant, Club Owner, and/or their successors or assigns, and Builders, as the case may be, shall be exercisable regardless of the value of any aesthetic rights of enjoyment or use of the Common Property, Metro Lagoon, Club Property, or Club Facilities held by any Owner.

5. Article VII, Section 9 of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"In the event a Builder purchases from Declarant an unplatted parcel which has not been subdivided into individual Lots, no Start-Up Assessment shall be due upon such conveyance of the parcel from Declarant to Builder; provided, however, in the event Builder subdivides such parcel into individual Lots, at the closing of the sale of each such Lot from Builder to the first purchaser thereof, the purchaser shall pay to the Master Association the Start-Up Assessment in the amount of three hundred dollars (\$300.00)."

6. The last sentence of Article VIII, Section 1 of the Declaration is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Any elevations and plans of any Builder approved in writing by Declarant for construction of Dwellings on Lots or any other improvements in the Property shall be deemed approval of the ARB for construction of Dwellings or such other improvements by such Builder on any Lots or other property owned by such Builder within the Community."

7. Article IX of the Declaration is hereby amended to add the following as new Section 5 of Article IX:

5. Sub-Associations. Notwithstanding anything contained herein to the contrary, the declaration of a Sub-Association ("Sub-Association Declaration") may provide for specific maintenance obligation and responsibilities of an Owner and/or the Master Association to be undertaken by the Sub-Association for common area owned by the Sub-Association and/or for Lots and Dwellings subject to such Sub-Association Declaration. To the extent any such obligations or responsibilities undertaken and/or assumed by the Sub-Association may conflict with the terms of this Article IX or other provisions of this Declaration, such Sub-Association Declaration shall control).

8. Article X, Section 5 of the Declaration is hereby amended as follows:

5. Garbage and Trash. Except during the course of construction by Declarant or a Builder, no trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB. Except for normal construction debris on any Lot during the course of construction of the Dwelling, Common Property or other improvements within the Community, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

9. Article X, Section 11 of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Notwithstanding the foregoing or anything contained herein to the contrary, Builders shall have the right to construct and install drainage improvements and portions, facilities and components of the Master Surface Water Management System in accordance with plans approved in writing by the Declarant."

10. Article X, Section 14 of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"The foregoing shall not apply to normal construction debris and development activities of Builders so long as such construction debris and development activities of Builders do not unreasonably materially and adversely impact the use and enjoyment of any other Owner's Lot."

11. Article X, Section 21 of the Declaration is hereby amended as follows:

21. Tree Removal and Landscaping. Except by Declarant or by Builders (subject to Declarant's approval), trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six (6) feet of the location of the Dwelling as approved by the ARB or the Declarant may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. Except by Declarant or by Builders (subject to Declarant's approval), ~~There~~ shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Unless prohibited by law, natural vegetation shall be finished by removal of underbrush and addition of mulch. Notwithstanding the foregoing, Declarant intends to leave natural areas natural and undisturbed to the extent reasonable.

12. Article XI of the Declaration is hereby amended as follows:

ARTICLE XI SUB-ASSOCIATIONS

1. Sub-Associations. Sub-Associations, subordinate to the Master Association, may be organized with respect to residential subdivisions located within the Community. The Sub-Association Declaration, articles of incorporation, bylaws, and any other governing documents relating to a Sub-Association (collectively, the "Sub-Association Documents") shall not violate or conflict with this Declaration or the other Governing Documents of the Master Association. To the extent such Sub-Association documents contain more restrictive terms or regulations than provided in this Declaration, or provide for the Sub-Association's assumption of any obligations or responsibilities of an Owner or the Master Association, such provisions of the Sub-Association Documents shall not be deemed to conflict with this Declaration or the other Governing Documents of the Master Association. All governing documents ~~The Sub-Association Declaration, articles and bylaws~~ of each Sub-Association must be submitted to and approved by the Declarant, for so long as Declarant owns any Lots, ~~and to the Board thereafter,~~ prior to recording or filing of same. Unless the declaration, articles of incorporation, and bylaws, ~~and any other governing documents~~ relating to a Sub-Association (collectively, the "Sub-Association Documents") are approved in writing by Declarant prior to their recording or filing, they shall be considered null and void and shall not be enforceable, unless subsequently approved by written consent signed by the Declarant. ~~The approval shall be evidenced by the signature of an officer or other authorized representative and corporate seal of the approving party on each such governing document. Declarant or Master Association, as applicable,~~ may charge an appropriate fee to review such governing documents. Notwithstanding anything contained herein to the contrary, Declarant's consent shall not be required for any amendment or supplement to such Sub-Association Documents which does not (i) violate or conflict with this Declaration or the other Governing Documents of

the Master Association, or (ii) modify, limit, diminish or restrict the rights of Declarant or the Master Association as provided in such Sub-Association Documents or this Declaration.

2. Rights and Duties of Sub-Associations. Each Sub-Association shall: (a) abide by this Declaration; (b) enforce its declaration or other deed and use restrictions; (c) maintain common areas or other real property under its control or jurisdiction; (d) administer the affairs of the Sub-Association; ~~(e) provide the Master Association with the names and addresses of all Owners who are members of that Sub-Association and shall notify the Master Association in writing each time there is a change in the name and/or mailing address of a member of that Sub-Association;~~ and (e) perform such other duties as are prescribed by its governing documents or which may be reasonably assigned to it from time to time by the Declarant or Master Association.

3. Power of the Master Association over Sub-Associations. The Master Association shall receive the same notification of each meeting of the members of a Sub-Association ~~or board of directors~~ thereof required by the governing documents of such Sub-Association and a representative of the Master Association shall have unrestricted right to attend any such meeting (but shall not be obligated to do so).

In the event that a Sub-Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion) after a reasonable period of time as specified in writing by the Master Association (which such period of time shall be at least thirty (30) days after the Sub-Association's receipt of such written notice from the Master Association), the Master Association may have, and may exercise, the Sub-Association's right of approval, disapproval or enforcement as to the matter. If the Sub-Association fails to comply with any requirements set forth by the Master Association after a reasonable period of time as specified in writing by the Master Association (which such period of time shall be at least thirty (30) days after the Sub-Association's receipt of such written notice from the Master Association), the Master Association shall have the right to take action on behalf of the Sub-Association and shall levy an assessment in an amount adequate to recover the Master Association's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The assessment shall be levied against all or any portion of the Property governed by the Sub-Association and each Lot located within that portion of the Property shall be liable for his pro rata share of the assessment. The assessment will be levied as a special assessment to be treated and collected as set forth in Article VII.

4. Owners. No Owner may impose any additional covenants or restrictions on any Lot or other part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board. The foregoing shall not prohibit a Sub-Association Board from enacting amendments to its Sub-Association Documents subject to the approval of the Declarant ~~Master Association~~ as provided by Section 1 of this Article.

13. The first paragraph of Article X, Section 18 of the Declaration is hereby amended as follows:

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.

14. The first sentence of Article X, Section 18.a. of the Declaration is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Owners may rent or lease Dwellings to Tenants for periods of not less than six (6) months ~~and not more than one (1) year.~~"

15. Article XII of the Declaration is hereby amended to add the following sentence at the end of said Article [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Notwithstanding anything contained in this Declaration to the contrary, a Builder's prior written consent shall be required for any proposed amendment to the Governing Documents which would materially and adversely impact a Builder, including without limitation any amendment which would materially and adversely impact such Builder's development, construction, marketing or sales activities within the Community."

16. Article XVII, Section 1.e. of the Declaration is hereby amended as follows:

e. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration and no Rules and Regulations shall be adopted by the Master Association which shall modify the assessments or other charges on Declarant's Lots or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Property, delegation of use of the Common Property, or marketing and sale of the remaining Lots in the Community by Declarant or Builder, whether or not such activities are enumerated in the preceding paragraphs. In addition, without the express prior written consent of a Builder, no amendment shall be made to the Declaration and no Rules and Regulations shall be adopted by the Master Association which may materially and adversely impact property owned by such Builder or which, in such Builder's sole judgment, may adversely affect such Builder's use of the Common Property or such Builder's development, marketing and sale of property within the Community owned by such Builder.

17. 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.

18. This 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, the undersigned has duly executed this Amendment on the date first written above.

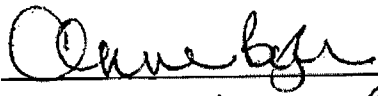
WITNESSES:


CR PASCO:

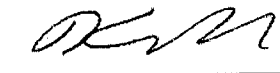
CR PASCO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: CR PASCO INVESTORS, LLC, a Delaware limited liability company, Its Sole Member

By: SUBSTANTIA CANNON, LLC, a Delaware limited liability company, Its Managing Member


Printed Name: Anne Boyle

By: 
John M. Ryan
Its Manager

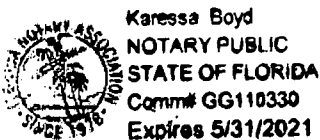

Printed Name: Karesa Boyd

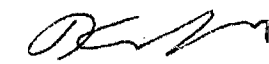
[Company Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of December, 2020, John M. Ryan, as Manager of SUBSTANTIA CANNON, LLC, a Delaware limited liability company, as Managing Member of CR PASCO INVESTORS, LLC, a Delaware limited liability company, the sole Member of CR PASCO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of such companies, who is personally known to me or who has produced _____ as identification.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print Name: Karesa Boyd

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

WITNESSES:


"CRCG ONE"

CRCG ONE LP, a Delaware limited partnership

By: CRGP, a Delaware corporation,
its General Partner


Print Name: Anne Boyle

By: 
Name: John M. Ryan
Title: General Partner

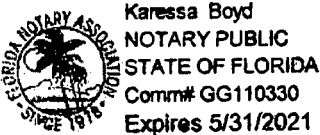

Print Name: Karesa Boyd


[Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of December, 2020, by John M. Ryan as General Partner 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, who is personally known to me or who has produced _____ as identification.

My commission expires:




NOTARY PUBLIC, State of Florida at Large

Print Name: Karesa Boyd

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

WITNESSES:

"CRCG TWO"

CRCG TWO, LP, a Delaware limited liability company

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

By: [Signature]
Name: John M. Ryan
Title: General Partner


[Signature]
Print Name: Anne Boye
[Signature]
Print Name: Karissa Boyd

[Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of December, 2020, by John M. Ryan as General Partner 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, who is personally known to me or who has produced _____ as identification.

My commission expires:

 Karissa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Karissa Boyd

JOINDER

MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Master Association**") does hereby join in the Second Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements Mirada Master Homeowners Association, Inc. (the "**Amendment**") 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 Amendment and does not affect the validity of the Amendment as the Master Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4th day of December, 2020.

WITNESSES:

MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: 

Name: John M. Ryan

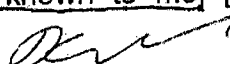
Title: President

Print Name: _____

[Corporate Seal]

Print Name: Karessa Boyd

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of December, 2020, by John M. Ryan, as President of MIRADA MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced as identification]. 



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021

Notary Public

Print Name: Karessa BoydMy Commission Expires: 5/31/2021