

THIS IS NOT A
CERTIFIED COPY

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

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

**FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR
HIGHLAND MEADOWS AT AYERSWORTH GLEN**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR HIGHLAND MEADOWS AT AYERSWORTH GLEN (this “**First Amendment**”) is made by HIGHWAY 301, LLC, a Florida limited liability company (the “**Declarant**”) and joined by AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the “**Association**”).

RECITALS

A. Declarant recorded the Community Declaration for Highland Meadows at Ayersworth Glen in Official Records Book 22428, Page 840, Public Records of Hillsborough County, Florida (the “**Declaration**”).

B. Section 4.3 of the Declaration provides the Declarant shall have the right to amend the Declaration without the joinder or consent of any person or entity.

C. The Declarant desires to amend the Declaration as provided herein.

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

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 First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event that 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 hereby, the Declaration shall remain in full force and effect.

THIS IS NOT A CERTIFIED COPY

3. The definition of "Association" in Section 2 of the Declaration is hereby amended as follows:

"Association" shall mean HIGHLAND MEADOWS AT AYERSWORTH GLEN HOMEOWNERS ASSOCIATION, INC., its successors and assigns. All references in the Governing Documents to the Association's name are hereby amended and replaced with the amended name of the Association.

4. Section 11.2.3.3 of the Declaration is hereby amended as follows:

11.2.3.3 ~~St. Augustine Grass.~~ Only St. Augustine grass (i.e., Floratam or a similar variety) or Argentine Bahia is permitted in the front yards and side yards, including side yards facing a street.

5. Section 17.11 of the Declaration is hereby amended as follows:

17.11 Initial Contribution. The first purchaser of each Home from the Builder, at the time of closing of the conveyance from Builder to the purchaser, shall pay to the Association an initial contribution in the amount equal to One Hundred and Fifty and No/100 Dollars (\$150.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

6. Section 17.12 of the Declaration is hereby amended as follows:

17.12 Resale Contribution. After the Home has been conveyed by Builder, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to ~~Fifty and No/100 Dollars (\$50.00)~~ One Hundred and No/100 Dollars (\$100.00) (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from Declarant to Builder or from Builder to an Owner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

7. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is ratified and confirmed in its entirety.

8. This First Amendment shall be a covenant running with the land.

[SIGNATURES ON THE FOLLOWING PAGE]

THIS IS NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 30th day of June, 2014.

WITNESSES:

"DECLARANT"

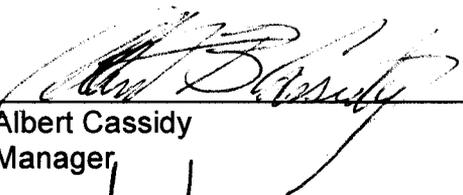


Print Name: Andrew Rhinehart



Print Name: PATRICK MARONE

HIGHWAY 301, LLC, a Florida limited liability company

By: 

Albert Cassidy
Manager

Date: 6/30/14, 2014

[Company Seal]

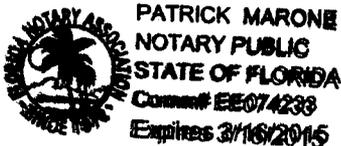
STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Albert Cassidy, as ~~Manager~~ of HIGHWAY 301, LLC, a Florida limited liability company. He [is personally known to me] [has produced as identification].



Notary Public
Print Name: PATRICK MARONE

My Commission Expires: 3/16/2015



THIS IS NOT A CERTIFIED COPY

JOINDER

HIGHLAND MEADOWS AT AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this First Amendment to Community Declaration for Highland Meadows at Ayersworth Glen (this "**First 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 Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this First Amendment as the Association has no right to approve this First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2014.

WITNESSES:

HIGHLAND MEADOWS AT AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit


Print Name: Andrew Blumhardt

Print Name: PATRICK MARONE

By: 
Name: Michelle Cassidy
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 2014, by Michelle Cassidy, as President of HIGHLAND MEADOWS AT AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:


NOTARY PUBLIC, State of Florida at Large
Print Name: PATRICK MARONE



PATRICK MARONE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE074233
Expires 3/16/2015