ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4997, PGS: 780 , PAGE: 1 OF 4
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FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CRESCENT GROVE AT BABCOCK RANCH

This First Amendment to Declaration of Restrictions for Crescent Grove at Babcock Ranch is made effective this 2nd day of June 2022 by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Declarant").

RECITALS:

A. Declarant, joined by Crescent Grove Homeowners' Association, Inc., a Florida not for profit corporation ("Association"), previously recorded a Declaration of Restrictions for Crescent Grove at Babcock Ranch in the Official Records as Instrument #3035739, Public Records of Charlotte County, Florida (the "Declaration").

B. Article 11.3 of the Declaration reserves unto Declarant the right to amend the Declaration so long as the Class B member exists, if such amendment is desirable, in the sole discretion of Declarant.

C. To promote uniformity throughout the Community and achieve efficiencies of scale, Declarant desires to amend the Declaration to amend the responsibility for the mowing of lawns on each Lot from each Owner to the Association, as set forth herein.

D. Declarant finds that amending the lawn mowing responsibility to the Association reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration and the general scheme of the Community.

E. Declarant desires to amend the Declaration with respect to certain matters as set forth herein.

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 11.3 of the Declaration, the Declaration is hereby amended as follows:

1. Section 4.3(G) of the Declaration is hereby deleted and replaced in its entirety to read as follows (additions underlined, deletions struck through):

> (G) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual Assessment for each Lot shall be

~~Three Hundred AND/100 DOLLARS ($300.00)~~ One Thousand Eight Hundred and Sixty Eight AND/100 DOLLARS ($1,868.00). The annual Assessments provided for herein shall be due and payable in advance in equal quarterly or monthly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

2. Section 9.1 of the Declaration is hereby deleted and replaced in its entirety to read as follows (additions underlined):

Section 9.1 Maintenance by Owner. Each Owner shall maintain his Lot and Residential Unit in good repair, except as set forth in Section 9.2. The yards and landscaping on all improved Lots shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other improved Lots in the Property. If any sidewalk is partially or completely located on an Owner's Lot and third parties have an easement to use such sidewalk, or if any sidewalk is located between a boundary line of the Owner's Lot and the curb of any adjacent street, then the Association (and not the Owner) shall be responsible for the maintenance and repair of such sidewalk (other than pressure-washing the sidewalk to keep the same free from unreasonable accumulations of mold and mildew, which shall be the responsibility of the Owner from time to time, as needed). During prolonged absence, an Owner shall arrange for the continued care and upkeep of his Lot. Except for areas owned by the Association or that the Association has elected in writing to maintain, which election may be terminated by the Association at any time, each Owner shall also maintain in good condition and repair any landscaping within the portion of any adjacent right of way that is located between such Owner's Lot and the curb of the adjacent street. In the event a Lot Owner fails to fulfill his maintenance and repair obligations under this Article or in the event an Owner fails to landscape his Lot as required by Section 5.14 of Article Y, the Architectural Committee may have said Lot and residence landscaped, cleaned and repaired and may charge the Lot Owner for said work in accordance with the provisions of said Section. An Owner shall not allow a condition to exist on his Lot which will adversely affect any other Lots or Residential Units of other Owners. Any repainting or redecorating of the exterior surfaces of a Residential Unit which alters the original appearance will require the prior approval of the Architectural Committee.

3. The first paragraph Section 9.2 of the Declaration is hereby deleted and replaced in its entirety to read as follows (additions underlined):

Section 9.2 Maintenance by the Association. The Association shall be responsible for the maintenance, repair, and replacement of the Common Area and the routine mowing of grass on each Lot (but not other landscaping, such as the cutting of shrubs, tending to plants, and mulching) as required in accordance with seasonal needs

and performed so that the lawn on each Lot is neatly and attractively maintained appearing in harmony with other improved Lots in the Property. Notwithstanding the foregoing, in the event all or a portion of a Lot is enclosed a fence, wall, or other similar barrier, the Association may elect not to mow the grass on such Lot, in which case such mowing shall be the responsibility of the Lot's Owner, at the Owner's sole cost and expense. The Association's responsibility for the maintenance, repair, replacement, and mowing set forth above shall continue unless and until such time as responsibility for maintenance thereof is accepted by the ISD or the Master Association, as applicable. In addition, the Association may, without any approval of the Owners being required, do any of the following:

[*Signature page follows*]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name as of the day and year first above written.

WITNESSES:

MERITAGE HOMES OF FLORIDA, INC.

Kimberly Murphy
Signature of Witness

Kimberly Murphy
Print Name of Witness

Alyson Beaudoin
Signature of Witness

Alyson Beaudoin
Print Name of Witness

By: _____
Steve Harding, as its Regional President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 2nd day of June 2022 by Steve Harding, as Regional President of **MERITAGE HOMES OF FLORIDA, INC.**, a Florida not for profit corporation, on behalf of the corporation. The above-named person is personally known to me or has furnished _____ as identification.

Stephanie Harris
Signature of Notary Public

(Notary Seal)

STEPHANIE HARRIS
Notary Public - State of Florida
Commission # GG 272075
My Comm. Expires Oct 29, 2022
Bonded through National Notary Assn.

Stephanie Harris
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on Oct 29, 2022.