

This instrument prepared by and
after recording return to:

Robert W. Bowser, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR
TUSKAWILLA CROSSINGS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TUSKAWILLA CROSSINGS (this “First Amendment”) is made as of this 19 day of June, 2019 (“Effective Date”), by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership (“Declarant”), whose post office address is 2300 Maitland Center Parkway, Suite 320, Maitland, Florida 32751.

RECITALS:

WHEREAS, Declarant is the “Declarant” under that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Tuskawilla Crossings recorded in Official Records Book 9237, Page 969, Public Records of Seminole County, Florida (the “Declaration”) (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

WHEREAS, pursuant to Article VIII, Section 5 of the Declaration, until such time as Turnover occurs, Declarant has the right to unilaterally amend the Declaration for any purpose; and

WHEREAS, as of the Effective Date, Turnover has not yet occurred; and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this First Amendment in the Public Records of Seminole County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Start-Up Assessment. Article V, Section 2(a) is hereby revised as follows:

A "Start-up Assessment" of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00 100.00) shall be due and payable to the Association upon the acquisition of a Lot by the first Owner thereof other than Declarant, the revenue from which shall be used for annual operating expenses of the Association (exclusive of reserves). The amount of the Start-up Assessment shall be established by the Declarant from time to time, on behalf of the Association;

3. Brownfield Disclosure. The following is hereby added as Article XIV, Section 16, of the Declaration:

"Section 16. Brownfield Disclosure. An area of the Community has been designated as a "Brownfield Site." The Brownfield Site underwent an environmental cleanup ("Site Rehabilitation), supervised by the Florida Department of Environmental Protection ("FDEP"). Once Site Rehabilitation was complete, FDEP issued a Conditional Site Rehabilitation Completion Order ("CSRCO"). The CSRCO deemed the Brownfield Site to be in compliance with Florida law, subject to certain permanent restrictions on alterations of the Property and on soil and groundwater. These restrictions are imposed pursuant to that certain Declaration of Restrictive Covenant approved by the FDEP and recorded as Official Records Instrument Number 2019046810 of the Public Records of Seminole County, Florida. The FDEP public records relevant to this disclosure can be obtained from the FDEP online information website at <http://depdms.dep.state.fl.us/Oculus>. The site is listed in the water cleanup section and the site ID is: COM_149079."

4. Effect of this First Amendment. Except as modified by this First Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

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SEE NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

STANDARD PACIFIC OF FLORIDA, a
Florida general partnership

By: Standard Pacific of Florida GP, Inc.,
a Delaware corporation, its managing
general partner

Nora J. Schuster
Printed Name: Nora J. Schuster

Kacey Lether
Printed Name: Kacey Lether

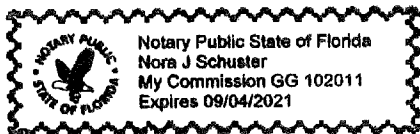
By: [Signature]
Name: Richard Rosello
Title: VP Land Devel. & Acq.

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of June, 2019, by Richard Rosello as VP Land Devel. & Acq. of Standard Pacific of Florida GP, Inc., a Delaware corporation, on behalf of the corporation in its capacity as managing general partner of **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership. Said person is personally known to me.

(Notary Stamp or Seal)



Nora J. Schuster
Print Name: Nora J. Schuster
Notary Public, State of Florida
My Commission Expires: 9/4/2021
Commission Number: GG 102011