

CFN 2011068743
Bk 04131 Pgs 1637 - 1639 (3pgs)
DATE: 05/20/2011 10:43:00 AM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 27.00

This instrument prepared by and
after recording return to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR EAGLE BAY**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Eagle Bay (the "First Amendment") is made this 19th day of April, 2011 by JEN FLORIDA III, LLC, a Delaware limited liability company ("Declarant"), whose address is 551 Madison Avenue, New York, New York, 10022.

WITNESSETH:

WHEREAS, Bogy Creek Landing, LLC, a Florida limited liability company ("Original Declarant"), executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Bay on April 11, 2006, in Official Records Book 3122, Page 1430, as modified by Assignment of Declarant's Rights, Title and Interests Under Declaration of Covenants, Conditions and Restrictions for Eagle Bay recorded July 21, 2010, in Official Records Book 4010, 2636 ("Assignment") and Corrective Assignment of Declarant's Rights, Title and Interests Under Declaration of Covenants, Conditions and Restrictions for Eagle Bay recorded January 7, 2011 in Official Records Book 4081, Page 1799 ("Corrective Assignment") and Assignment of Declarant's Rights, Title and Interests Under Declaration of Covenants, Conditions and Restrictions for Eagle Bay recorded January 31, 2011 in Official Records Book 4088, Page 2074 ("Second Assignment"), all of the Public Records of Osceola County, Florida (collectively, the "Declaration"); and

WHEREAS, the Assignment, the Corrective Assignment and the Second Assignment establish that Declarant is the assignee of the Original Declarant; and

WHEREAS, Article XI of the Declaration provides that the Declaration may be amended by affirmative vote by the holders of at least two-thirds of the votes in the Association, which

affirmative vote was obtained at a duly noticed (at least thirty (30) days but not more than ninety (90) days prior) meeting of the owners held on April 13, 2011.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations paid, Declarant hereby amends the Declaration as set forth hereafter.

1. The following definition shall replace the definition section of Article I, Section 1(e):

“Builder” shall mean any builder designated by Declarant.”

2. The following shall be added as the last sentence of Article VI, Section 1(b):

“Notwithstanding the foregoing, any assessments due hereunder from Builder(s) shall commence and be paid according to the terms and provisions set forth in Article VI, Section 6.”

The balance of Article VI, Section 1 shall remain unchanged.

3. The ninth sentence of Article VI, Section 6 of the Declaration shall be deleted in its entirety and replaced with the following:

“Notwithstanding the foregoing, in the sale of a Lot by Declarant (or Declarant’s successors and assigns) to Builder, only one-half of the applicable monthly assessment (excluding all costs associated with payments pursuant to the Bulk Services Agreement currently in place for cable, telephone and other services), special assessment, or other assessments provided for in this Declaration shall be due, and the full amount of the Start-up Assessments, monthly assessments and special assessments (including costs associated with the Bulk Services Agreement, in place for cable, telephone and other services) shall not be due until such time as Builder obtains a certificate of occupancy with a fully constructed residence located thereon.”

The balance of Article VI, Section 6 shall remain unchanged.


4. Article XI is revised to replace the words “two-thirds (2/3)” in both lines one (1) and nine (9) with the words “fifty-one percent (51%)”.

The balance of Article XI shall remain unchanged.


5. ORIGINAL DECLARATION. Except as specifically amended herein or as previously altered, all other terms and provisions of the original Declaration shall remain applicable, unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature: 
Print Name: Kristy Horan

JEN FLORIDA III, LLC,
a Delaware limited liability company

By: 
Richard Jerman
Vice President

Signature: Tina Myers
Print Name: Tina Myers

STATE OF FLORIDA
COUNTY OF SEMINOLE

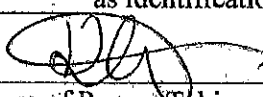
The foregoing instrument was acknowledged before me this 19 day of April 2011, by Richard Jerman, Vice President of JEN FLORIDA III, LLC, a Delaware limited liability company. He

is personally known to me or

G has produced _____

as identification.

IMPRINT NOTARY RUBBER
STAMP SEAL BELOW



Signature of Person Taking Acknowledgment
Notary Public



F:\USERS\2\AGREE\First Amendment to Declaration Jen Florida Eagle Bay 3.wpd