

**PREPARED BY AND RETURN TO:**

Christian F. O'Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadéff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

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

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

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC. (this "**Amendment**") is made by LEN-ANGELINE, LLC, a Florida limited liability company (the "**Declarant**"), and joined by ANGELINE 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 ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC. as Instrument # 2022070059, in O.R. Book 10579, Page 3630 of the Public Records of Pasco County, Florida (the "**Declaration**").

B. Pursuant to Article III, Section 5 of the Declaration, the Declarant may amend the Declaration for the purpose of withdrawing the Withdrawn Property (as defined below) from the provisions of the Declaration and the jurisdiction of the Association.

C. 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.

D. 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 follows:

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. The text will not be double-underlined or stricken when whole sections or paragraphs are added and/or deleted in their entirety.

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. Declarant hereby amends the legal description of the "Property" attached as Exhibit "A" to the Declaration so that the real property legally described on Schedule A attached to this Amendment (the "**Withdrawn Property**") is removed and withdrawn from the Declaration and the jurisdiction of the Association. From and after the date this Amendment is recorded in the Public Records of Pasco County, Florida, all references to the "Property" in the Declaration shall not include (and shall specifically exclude) the Withdrawn Property. The Declaration (as amended) shall not be considered an encumbrance or imposition on the Withdrawn Property.

4. The following definitions in Article I of the Declaration are hereby amended as follows:

9. "Builder" shall mean shall mean and refer to a company, individual or other entity in business in the State of Florida to construct Dwellings and who or which is constructing one or more Dwellings on Lots.

20. "Club Plan" shall mean the Club Plan for Angeline Club, ~~which Declarant may, but shall not be obligated to, adopt by an amendment to this Declaration, to be~~ recorded in the Official Records of Pasco County, Florida, at any time and from time to time, together with all amendments and modifications thereof. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the Club Plan, as and when recorded, shall (a) relate back and have recorded priority equivalent to the recording of this Declaration, (b) shall not establish or govern a homeowners' association or club association, and the Club Plan shall not be governed by the Homeowners' Association Act, Chapter 720, Florida Statutes. The Club Plan is not a "Governing Document" of the Master Association, and under no circumstances shall the Club Plan be considered a "Governing Document" of the Master Association or any Sub-Association. This Except with respect to lien priority for assessments to the Master Association, this Declaration shall be subject and subordinate in all respects to the Club Plan, from and after the date of recordation thereof. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE CLUB PLAN, THE CLUB PLAN SHALL CONTROL. ALL OWNERS AND THEIR TENANTS, AS WELL AS INVITEES AND FAMILY MEMBERS OF THE FOREGOING, ARE HEREBY CHARGED WITH NOTICE OF THE DECLARANT'S RIGHT TO RECORD THE CLUB PLAN BY AMENDMENT TO THIS DECLARATION, ON SUCH TERMS AND CONDITIONS AS DECLARANT MAY THEN DEEM NECESSARY OF ADVISABLE, IN ITS SOLE DISCRETION.

5. Article II, Section 4 of the Declaration is hereby amended as follows:

4. Club Plan. MASTER ASSOCIATION AND EACH OWNER, WHERE APPLICABLE, SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN, FROM AND AFTER THE DATE OF RECORDATION THEREOF. THE CLUB PLAN SHALL NOT BE CONSIDERED A "GOVERNING DOCUMENT" OF THE MASTER ASSOCIATION OR ANY SUB-ASSOCIATION. ALTHOUGH THE CLUB PLAN IS NOT AN EXHIBIT TO THIS DECLARATION, UPON RECORDATION OF THE CLUB PLAN THIS DECLARATION AND THE GOVERNING DOCUMENTS ARE AND SHALL BE SUBORDINATE AND INFERIOR TO THE CLUB PLAN, EXCEPT WITH RESPECT TO LIEN PRIORITY FOR ASSESSMENTS TO THE MASTER ASSOCIATION. IN THE EVENT OF ANY CONFLICT

BETWEEN THE CLUB PLAN AND THE GOVERNING DOCUMENTS, THE CLUB PLAN SHALL CONTROL.

6. Article IV, Section 3(c) of the Declaration is hereby amended as follows:

c. Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(1) Three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Class "A" Members other than the Declarant, Builders, contractors or any others who purchase a parcel for the ultimate purpose of constructing improvements thereon for resale;

(2) Such other percentage of the parcels has been conveyed to Class "A" Members other than the Declarant or Builders, contractors or any others who purchase a parcel for the ultimate purpose of constructing improvements thereon for resale, or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

(4) Upon Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment; or

(6) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Master Association or the Class "A" Members.

For purposes of this Article, the term "Members other than the Declarant" shall not include ~~b~~Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Upon the happening of any of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

7. 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 COMPLETE 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 or AG EHC II (LEN) Multi State 1, LLC, a Delaware limited liability company ("AG"), unless AG or such Builder, as applicable, provides its prior written consent to such easement or agreement. Notwithstanding anything contained herein to the contrary, all rights granted to AG herein shall survive so long as AG owns any Lots and shall terminate when AG no longer owns any Lots within the Community."

8. 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 AG (in the event AG owns any property within the Community) or to any property owned by AG or 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 or AG. Without limiting the foregoing, Declarant, AG, Builders, Club Owner and/or their assigns, 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 or AG's plans for such Dwellings, Common Property and other improvements and facilities to be constructed by such Builder or AG, as applicable); (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, Builders, AG, Club Owner, and/or their successors or assigns, 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.

9. Article VII, Section 7 of the Declaration is hereby amended as follows:

7. Club Dues, Assessments. If, as, and to the extent provided by the Club Plan, the Board, as agent for the Club, may levy assessments for any fees, charges or assessments payable by an Owner to the Club Owner, subject to the terms of the Club Plan. CLUB DUES ARE NOT, AND SHALL NOT BE INTERPRETED AS BEING, ASSESSMENTS LEVIED BY THE MASTER ASSOCIATION PURSUANT TO THIS DECLARATION OR CHAPTER 720, FLORIDA STATUTES. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES CLUB DUES ARE NOT ASSESSMENTS SUBJECT TO HOMEOWNER ASSOCIATION LAW, AND CLUB DUES ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THE CLUB PLAN.

10. Article VII, Section 9 of the Declaration is amended as follows:

9. Commencement of Annual Assessments; Start-Up Assessment; Initial Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence upon the sale of the first Lot in the Property to a bona fide third party purchaser. At the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Master Association (4)(i) a one time initial contribution ("Start-Up Assessment") in the amount of Three Hundred and 00/100 Dollars (\$300.00), and (ii) the entire annual assessment for the calendar year (less any Telecommunications Services expenses) of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Notwithstanding the foregoing, the annual fee payable for each Lot shall exclude and shall be reduced by the Lot Telecommunications Services fee until such time as the Lot is conveyed to an Owner other than a Builder. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Master Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. As provided herein, any company, individual or other entity who holds property and acts as a "land banker" for the benefit of a Builder shall also be considered a "Builder" for purposes of the Governing Documents. Notwithstanding anything contained herein to the contrary, there shall be no "Start-Up Assessment" or "resale assessment" due upon any conveyance between a Builder and another Builder, including any conveyance to or from a land banker entity. Beginning with the first resale to a purchaser of a Lot Dwelling who acquires title to such Lot Dwelling from an Owner other than a Builder, and as to each subsequent resale of such Lot Dwelling, there shall be due to the Master Association a "resale assessment" at the time of transfer of title in the amount of Three Hundred and 00/100 Dollars (\$300.00).

11. Article IX of the Declaration is hereby amended to add the following as new Section 5 at the end of said 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 (if applicable) 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.

12. Article X, Section 3(b) of the Declaration is hereby amended as follows:

b. The 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. The Rules and Regulations shall not apply to Builders or AG, or to any property owned by a Builder or AG, as applicable, 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 or AG.

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

5. Garbage and Trash. ~~No-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.

14. 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 COMPLETE CURRENT TEXT]:

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

15. The first sentence of Article X, Section 16 of the Declaration is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT]:

"Except for walls constructed by Declarant ~~or Builders~~, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls."

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

18. Use; Rentals; Tenants; Absentee Owner Occupants. Lots shall be used for single family residential purposes only. ~~The number of Tenants or Absentee Owner Occupants of the home may not exceed two (2) persons multiplied by the number of bedrooms in the home.~~ As used in this Section 18, "Lease" means any agreement for the rental, lease or other occupancy of a Dwelling other than by an Absentee Owner Occupant. NOTWITHSTANDING ANY INCONSISTENT OR CONTRARY PROVISION IN THIS DECLARATION, IF THERE ARE ANY FHA, VA OR USDA INSURED LOANS AFFECTING A LOT, AND ONLY FOR SO LONG AS ANY SUCH LOANS AFFECT THE LOT, ANY RESTRICTIONS IN THIS DECLARATION ON RENTING, SUBLEASING, OR RE-CONVEYANCE THAT VIOLATE ANY FHA, VA OR USDA REQUIREMENTS SHALL NOT APPLY TO SUCH LOT OR ITS OWNER.

17. Article X, Section 25 of the Declaration is hereby amended as follows:

25. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant ~~has~~ and Builders have completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Master Association shall interfere with the completion of Declarant's or any Builder's planned improvements and the sale of the Lots. Declarant and Builders (subject to Declarant's prior authorization) may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

18. Article X, Section 29 of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT]:

"Flags and banners utilized by Declarant and/or Builders authorized by Declarant shall not be subject to the restrictions in this Section."

19. Article XI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following text as Article XI, Section 1 of the Declaration [SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

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, and the articles of incorporation and bylaws of each 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. For so long as Declarant maintains its Class "B" membership status, the Sub-Association Documents must be submitted to and approved by the Declarant prior to recording or filing of same. For so long as Declarant maintains its Class "B" membership status, unless the Sub-Association Documents are approved by Declarant prior to their recording or filing, they shall be considered null and void and shall not be enforceable unless subsequently approved by a written consent signed by the Declarant. 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.

20. Article XI, Sections 2 - 4 (inclusive) of the Declaration are hereby amended as follows:

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. Except for any additional restrictions imposed by a Builder on property owned by such Builder. No 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 ~~Master Association-Declarant~~ as provided by Section 1 of this Article.

21. The last paragraph of Article XI of the Declaration is hereby amended as follows:

In the event of a conflict between the provisions of this Section 5 and the provisions of the Sub-Association Documents, the Sub-Association Documents shall govern. Further, in the event of a conflict between the provisions of this Section 5 and the provisions of any occupancy restrictions required by the County pursuant to the County's Land Development Code, such restrictions required pursuant to the County's Land Development Code shall govern. Declarant or the Master Association shall have the power to amend this Section 5, without the consent of the Owners or any other person or entity (except Declarant and Builders), for the purpose of maintaining it consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

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

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

23. Article XVII, Section 1(e) of the Declaration is hereby amended to add the following sentence at the end of said Section [SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT]:



"In addition, without the express prior written consent of a Builder or AG, as applicable, 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 AG, as applicable, or which, in such Builder's or AG's sole judgment, may adversely affect such Builder's or AG's use of the Common Property or such Builder's or AG's, as applicable, development, marketing and sale of property within the Community owned by such Builder or AG, as applicable."

24. The Articles of Incorporation of the Master Association have been amended as provided in **Schedule B** attached hereto and incorporated herein by this reference.

25. 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.

26. 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, on behalf of Declarant, has duly executed this Amendment on the date first written above.

**WITNESSES:****"DECLARANT"**

**LEN-ANGELINE, LLC**, a Florida limited liability company

By: DML Tampa LLC, a Florida limited liability company, its Manager

Anne Boyle  
Print Name: Anne Boyle

By: [Signature]  
Name: John M. Ryan  
Title: Manager

Alyssa Franks  
Print Name: Alyssa Franks

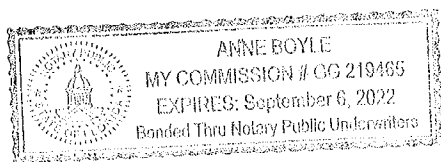
[Company Seal]

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of July, 2022, John M. Ryan, as Manager of DML TAMPA LLC, a Florida limited liability company, as Manager of LEN-ANGELINE, LLC, a Florida limited liability company, on behalf of such companies, ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

My commission expires:

Anne Boyle  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Anne Boyle



**JOINDER**

ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Master Association**") does hereby join in the FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ANGELINE 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 18 day of July, 2022.

WITNESSES:

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

Anne Boyle  
Print Name: Anne Boyle

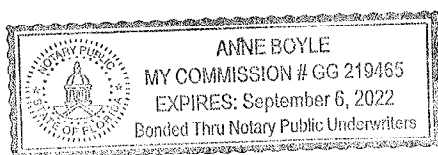
By: [Signature]  
Name: John M. Ryan  
Title: President

Alyssa Franks  
Print Name: Alyssa Franks

[Corporate Seal]

STATE OF FLORIDA                   )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of July, 2022, by John M. Ryan, as President of ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced as identification].



Anne Boyle  
Notary Public  
Print Name: Anne Boyle  
My Commission Expires: 09/06/22

**Schedule A**

**Withdrawn Property**

TRACT 4, ANGELINE PHASES 1A, 1B, 1C, AND 1D, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 72 THROUGH 89, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

**Schedule B**

Articles Amendment

[ATTACHED ON FOLLOWING PAGES]

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC.

A NOT-FOR-PROFIT CORPORATION

DOCUMENT NO.: N20000012043

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida not-for-profit corporation adopts the following amendment(s) to the Articles of Incorporation for ANGELINE MASTER HOMEOWNERS ASSOCIATION, Inc. (the "Articles"):

**Article VI, Section 2(c) of the Articles is hereby amended as follows (words in the text which are lined through (-----) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text):**

c. Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(1) Three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Members other than the Declarant, Builders, contractors or any others who purchase a parcel for the ultimate purpose of constructing improvements thereon for resale;

(2) Such other percentage of the parcels has been conveyed to Members other than the Declarant or Builders, contractors or any others who purchase a parcel for the ultimate purpose of constructing improvements thereon for resale, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in governing documents. There is a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than 2 years;

(4) Upon Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment; or

(6) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Master Association or its Members;

For purposes of the Articles, the term "Members other than the Declarant" shall not include ~~builders~~ Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale; ~~or~~

Upon the happening of any of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

The date of adoption of the amendment(s) was: July \_\_\_\_, 2022.

Effective date: July \_\_\_\_, 2022.

Adoption of Amendment(s):

\_\_\_\_ the amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

  X   there are no members or members entitled to vote on the amendment(s), and the amendment(s) was (were) was adopted by the Declarant.

Signed this \_\_\_\_ day of July, 2022.

**"DECLARANT"**

**LEN-ANGELINE, LLC**, a Florida limited liability company

By: DML Tampa LLC, a Florida limited liability company, its Manager

By: \_\_\_\_\_

Name: John M. Ryan

Title: Manager

(Company Seal)