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THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

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SECOND AMENDMENT TO DECLARATION FOR WHITEMARSH RESERVE

THIS SECOND AMENDMENT TO DECLARATION FOR WHITEMARSH RESERVE (this "Second Amendment") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("Developer"), and joined in by Whitemarsh Reserve Homeowners Association, a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Whitemarsh Reserve on September 12, 2006 in Official Records Book 2178, at Page 1448 of the Public Records of Martin County, Florida, which document was re-recorded on September 26, 2008 in Official Records Book 2182, at Page 2094 of the Public Records of Martin County, Florida (collectively, the "Original Declaration") respecting Whitemarsh Reserve. On May 6, 2009, Developer recorded that certain First Amendment to Declaration for Whitemarsh Reserve in Official Records Book 2388, at Page 2652 of the Public Records of Martin County, Florida (the "First Amendment"). The Original Declaration and the First Amendment shall hereinafter be collectively referred to as the "Declaration".

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to amend the Declaration to modify the same as set forth herein.

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

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined term "Monthly Assessments" is hereby deleted in its entirety and replaced with the term "Installment Assessments" and all references to "Monthly Assessments" in the Declaration shall now refer to "Installment Assessments."

4. Association's Rights. The following language is hereby added after the final sentence of Section 19.1 of the Declaration:

The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs

relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

5. Assessments. Section 19.2.1 of the Declaration is hereby modified as follows:

19.2.1 Any ~~monthly~~ assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Installment Assessments"). Installment Assessments may be charged to Owners on a monthly, quarterly, annual or other basis as determined by the Board from time to time in its sole and absolute discretion;

6. Deficit Funding, Shortfalls and Surpluses. Section 19.9 of the Declaration of the Declaration is hereby modified as follows:

19.9 Shortfalls and Surpluses. Each Owner acknowledges that because ~~Monthly Installment~~ Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in Whitemarsh Reserve, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Monthly Installment Assessments not raised by virtue of all Monthly Installment Assessments due from Owners and other income received by Association pursuant to Section 19.9.1 of the Declaration or (ii) to pay Monthly Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collections efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (e.g., payment plan) approved by Developer. Developer shall never be required to (i) pay Monthly Installment Assessments if Developer has elected to fund the deficit instead of paying Monthly Installment Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

7. Initial Contribution. The first sentence of Section 19.12 of the Declaration is hereby modified as follows:

The first purchaser of each Lot, Home or ~~Lot-Parcel~~, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution in an amount of up to ~~two (2)~~ three (3) months Assessments (the "Initial Capital Contribution"), as determined by Developer in its sole and absolute discretion.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 20 day of April, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company f/k/a LENNAR HOMES, INC., a Florida corporation

Print Name: Angel Rodriguez
Print Name: YAMILE JUNCO

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2010, by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, f/k/a LENNAR HOMES, INC., a Florida corporation (who is personally known to me or who has produced _____ as identification on behalf of the company.)

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Teresa Baluja

JOINDER

WHITEMARSH RESERVE HOMEOWNERS ASSOCIATION, INC.

WHITEMARSH RESERVE HOMEOWNERS ASSOCIATION, INC. ("Association"), does hereby join in the Second Amendment to Declaration for Whitemarsh Reserve (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of APRIL, 2010.

WITNESSES:

WHITEMARSH RESERVE HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: Angel Rodriguez

Print Name: Teresa Baluja

By: [Signature]
Name: MARIA CAROLINA HERRERA
Title: President [SEAL]

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2010 by Maria Carolina Herrera as President of WHITEMARSH RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa Baluja