

**FIRST MODIFICATION AND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
for  
SERENGETI**

Rept: 985290      Rec: 18.50  
DS: 0.00          IT: 0.00  
04/04/06          Dpty Clerk

*2*  
*2*  
**THIS AMENDMENT**, made this 29<sup>th</sup> day of March, 2006, by SERENGETI DEVELOPMENT, LLC., hereinafter called "Developer";

**WHEREAS**, said Developer placed certain restrictions as to the use and occupancy of the real property located in Pasco County, Florida, known as Serengeti, said restrictions contained in the Declaration of Covenants, Conditions, and Restrictions for Serengeti recorded in O.R. Book 6679 Pages 601 – 641 of the public records for Pasco County; and

**WHEREAS**, Section 8.04 of said Declaration of Covenants, Conditions, and Restrictions for Serengeti provides that the Developer, at its sole discretion, may record any amendment to this declaration without the approval of the Association, the Board, or the membership, and

**WHEREAS**, said Developer has not conveyed any lots and is the owner of all lots or Land in the Serengeti, and

**WHEREAS**, section 6.03 of said Declaration of Covenants, Conditions, and Restrictions for Serengeti states until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner the maximum annual assessment shall be \$500.00. Prorated annual assessments shall commence as to each Lot on the date of conveyance by the Developer to a Class A member.

**NOW, THEREFORE**, in consideration of the premises, said Declaration of Covenants, Conditions, and Restrictions for Serengeti is hereby modified and amended as follows:

1. The Declaration of Covenants, Conditions, and Restrictions for Serengeti section 6.03 is hereby modified and amended to state:

Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner the maximum annual assessment shall be \$1,000.00. Prorated annual assessments shall commence as to each Lot on the date of conveyance by the Developer to a Class A member.

The residual portion of this section shall remain in full force and effect.

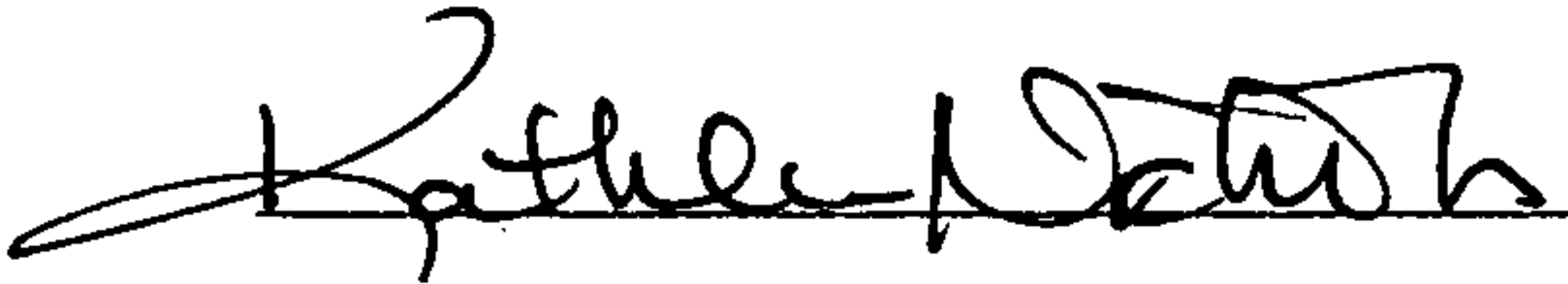
2. Except as amended herein, the Declaration of Covenants, Conditions, and Restrictions for Serengeti, as recorded in O.R. Book 6679 Pages 601 – 641 of the public records for Pasco County, shall remain in full force and effect.

**R** Lexington Homes, Inc.  
6623 U.S. Hwy 19  
New Port Richey, FL 34652

JED PITTMAN, PASCO COUNTY CLERK  
04/04/06 09:21am 1 of 2  
OR BK 6918 PG 1921

**IN WITNESS WHEREOF**, John M. Ryan, Managing Member of The Ryan Group, LLC, as Managing Member of Serengeti Development, LLC., has signed this document on the date indicated in the acknowledgement.

Witnesses:



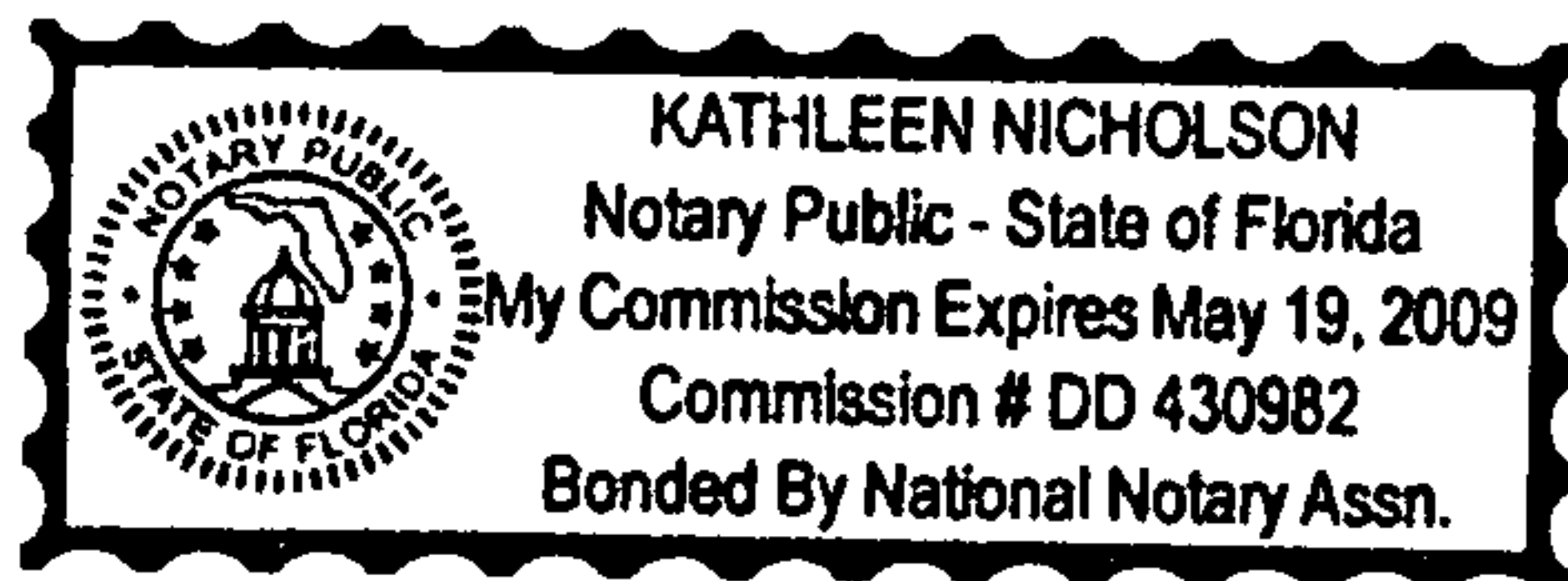
KATHLEEN NICHOLSON.

Serengeti Development, LLC,  
By: The Ryan Group, LLC, its Managing  
Member

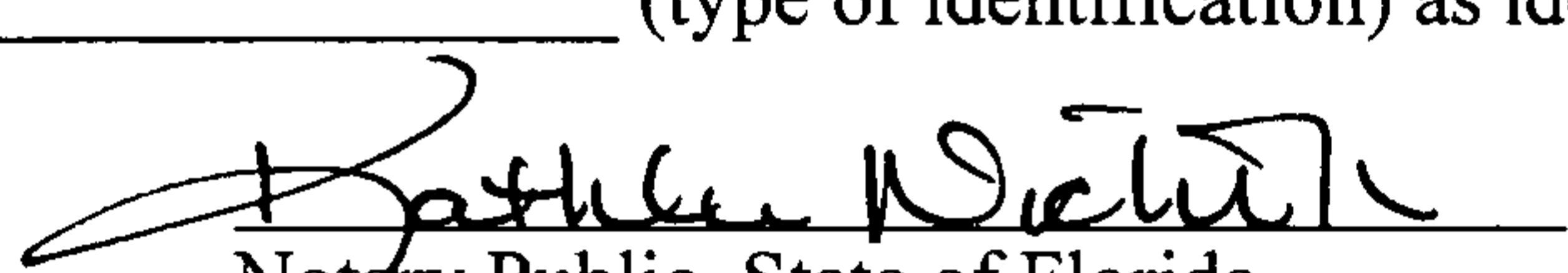
  
By: John M. Ryan  
Managing Member

**STATE OF FLORIDA:**  
**COUNTY OF HILLSBOROUGH:**

The foregoing instrument was acknowledged before me this 29 day of March, 2006, by **John M. Ryan**, as Managing Member of the Ryan Group, LLC as Managing Member of Serengeti Development, LLC., on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



(NOTARY SEAL)

  
Notary Public, State of Florida  
Printed Name: Kathleen Nicholson  
My Commission Expires: May 19, 2009