

**SECOND MODIFICATION AND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
For
SERENGETI**

THIS AMENDMENT, made this 11 day of July 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, know as 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, except lots 1, 2, 3, and 15 Phase I, or Land in the Serengeti, and

WHEREAS, section 2.19 Article II, RESTRICTIONS, – Landscaping and Lawns, Sub-Section D., in addition to; All Lots shall have one hundred percent (100%) automatic underground installed sprinkler system of sufficient size and capacity to irrigate all sod and landscaped areas including easements and road right-of-ways associated with said Lot, and shall be used to maintain the areas in good and living condition at all times.


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 2.19, Sub-Section D, is hereby modified and amended to state:

Landscaping and Lawns, Sub-Section D., in addition to; All Lots shall have one hundred percent (100%) automatic underground installed sprinkler system of sufficient size and capacity to irrigate all sod and landscaped areas including easements and road right-of-ways associated with said Lot, and shall be used to maintain the areas in good and living condition at all times.

In Conjunction with the construction and installation of an irrigation system, the use of a soil moisture sensor, as required by Pasco County, shall be mandatory for such equipment. Each individual homeowner is responsible for the irrigation system soil moisture sensor to insure that the device is in working order and serving its purpose of limiting the irrigation if the soil is overly moist.

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

Lexington Homes Inc 

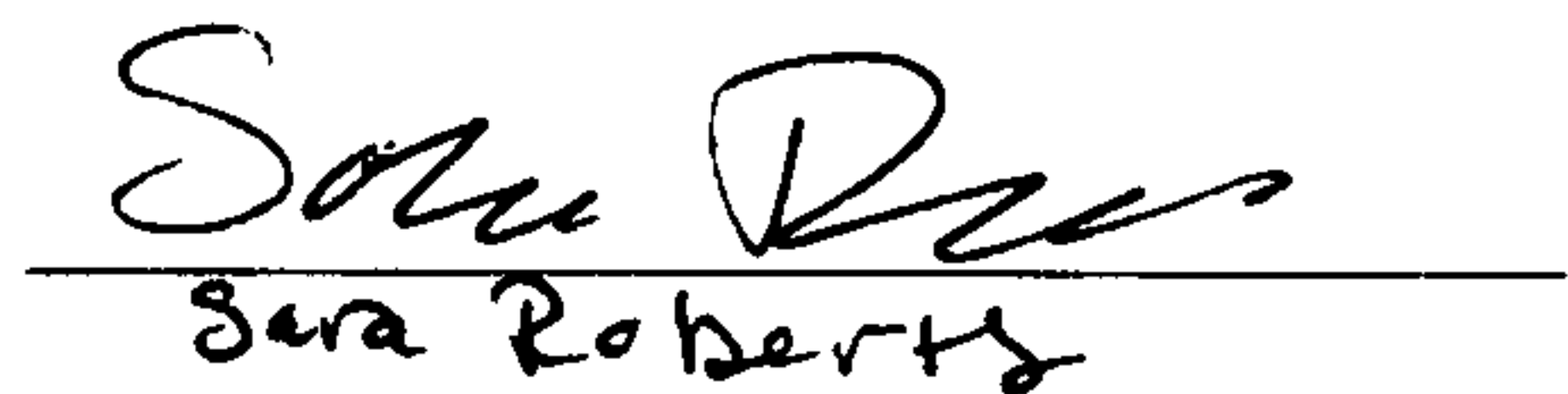
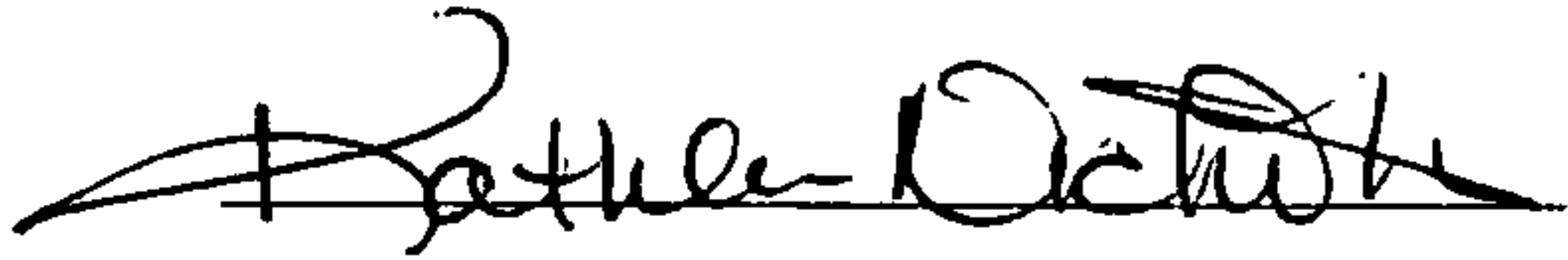
Rept: 1014716 Rec: 18.50
DS: 0.00 IT: 0.00
07/12/06 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
07/12/06 12:18pm 1
OR BK 7081 PG 617

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.

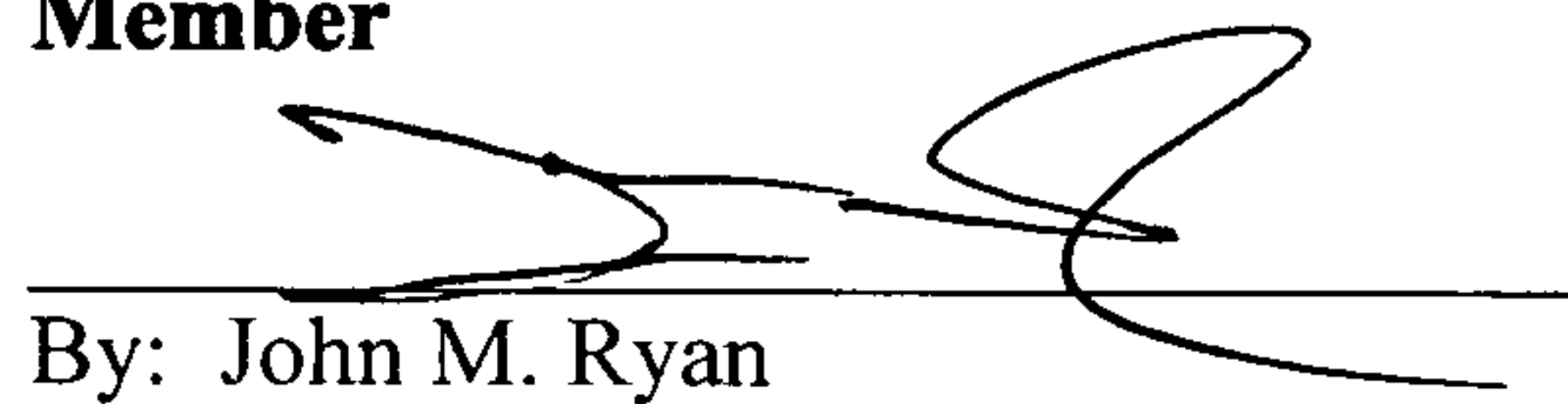
IN WITNESS WHEREOF, John M. Ryan, Managing Member of The Ryan Group, LLC, as Managing Member of Serengeti Development, LLC., has signed this document on the date indicated in the acknowledgement.

Witnesses:



Sara Roberts

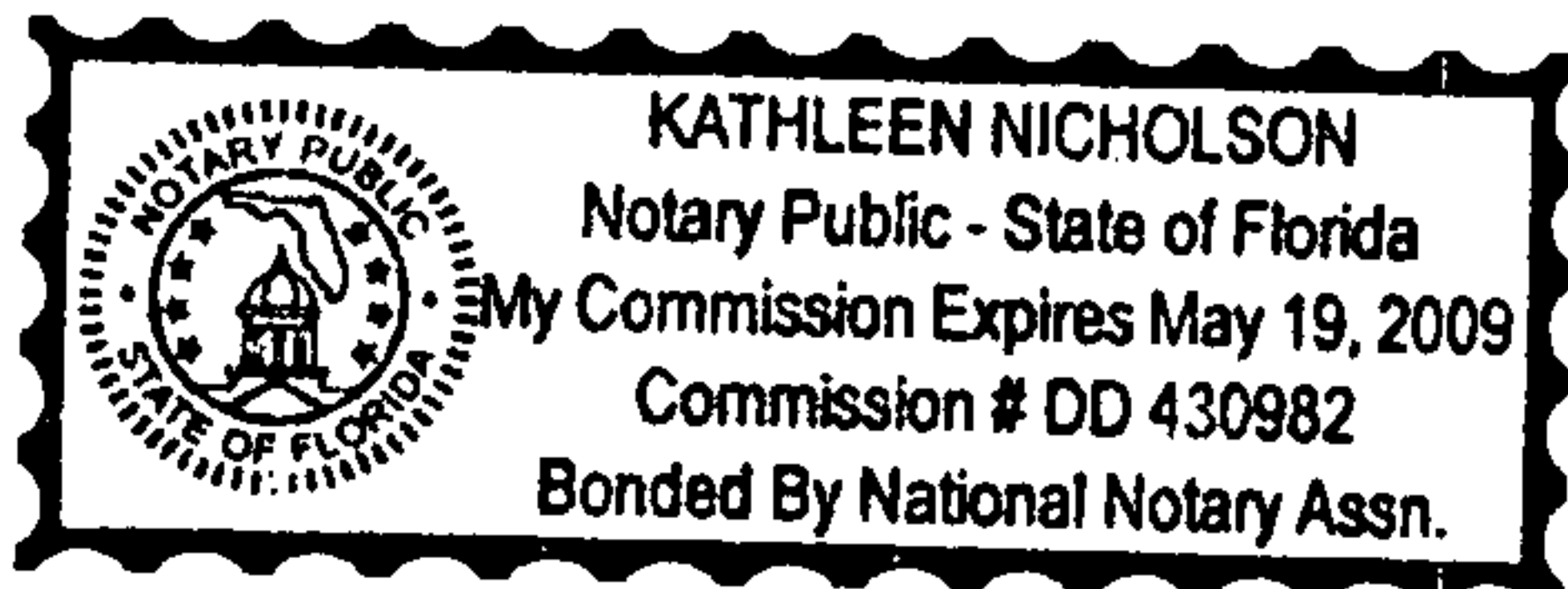
Serengeti Development, LLC,
By: The Ryan Group, LLC, its Managing Member



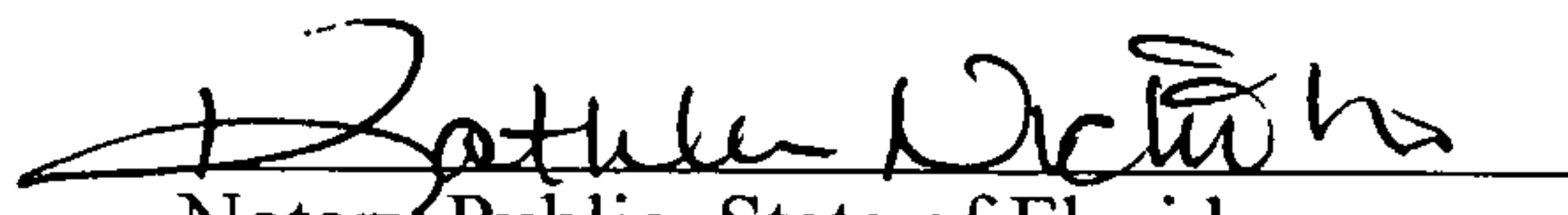
By: John M. Ryan
Managing Member

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this 11 day of July, 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