

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

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MIAMI, FLORIDA 33131

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
FOR
PARKLAND BAY**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR PARKLAND BAY (this "**First Amendment**") is made by WCI COMMUNITIES, LLC, a Delaware limited liability company ("**Developer**"), and joined in by PARKLAND BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Amended and Restated Declaration for Parkland Bay on September 8, 2020 as Instrument Number 116716715 of the Public Records of Broward County, Florida (the "**Declaration**") respecting the community known as Parkland Bay.

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, 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 modify the Declaration as further set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Parkland Bay 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 First Amendment.

2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First 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.

4. **Use.** Section 9.8.4 of the Declaration is hereby modified as follows (with added text underlined and deleted text ~~struck through~~).

9.8.4 **Waterbodies.** BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Parkland Bay. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. All or a portion of the waterbodies within Parkland Bay

may be part of the Facilities and owned by the District. The recreational use of the lakes located within Parkland Bay is permitted, however, the use of motorized vessels within such lakes is prohibited. In addition to the foregoing restriction, the Board, in its sole discretion, may enact rules and regulations relating to the use of the lakes from time to time. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT RECREATIONAL USE OF THE LAKES WITHIN PARKLAND BAY IS DONE SO AT EACH OWNER'S RISK AND THAT DEVELOPER, THE DISTRICT, BUILDERS, ASSOCIATION, CLUB OWNER, AND CLUB MANAGER ARE NOT GUARANTORS OF THE SAFETY OR WELFARE OF ANYONE USING THE LAKES WITHIN PARKLAND BAY AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY OR LOSS WHICH ARISES FROM USE OF THE LAKES WITHIN PARKLAND BAY. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS DEVELOPER, THE DISTRICT, BUILDERS, ASSOCIATION, CLUB OWNER, AND CLUB MANAGER FROM ANY LIABILITY OR LOSS WHICH ARISES IN ANY WAY FROM USE OF THE LAKES WITHIN PARKLAND BAY.

5. Maintenance by Association. Section 11.5 of the Declaration is hereby modified as follows (with added text underlined and deleted text ~~struck through~~):

11.5 Lawn Maintenance. If so provided in Association's budget, Association shall maintain the landscaping in the yard of each Home, unless the same is ~~fenced in and/or~~ inaccessible. Association may also weed the plant bed(s) in the Front Yard of each Home. In the event an Owner modifies the plant bed(s) as initially installed by Developer following approval by the ACC, then ~~the Association~~ such Owner shall be responsible for the continued maintenance of any such new landscaping ~~but may levy an Individual Assessment against such Owner for maintenance of such plant bed(s).~~ Each Owner is responsible for replacing any trees, shrubs, grass or landscaping that require replacement. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are ~~fenced and~~ inaccessible to the Association.

6. Maintenance by Owners. Section 13.2.2 of the Declaration is hereby modified as follows (with deleted ~~struck through~~):

13.2.2 ~~All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner. No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.~~

7. Maintenance by Owners. Section 14.27.1 of the Declaration is hereby modified as follows (with added text underlined and deleted ~~struck through~~):

14.27.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Parkland Bay by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is inaccessible to the Association ~~fenced or located outside the Front Yard.~~ In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

8. Covenant. This First 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 13th day of October, 2020.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

[Signature]
Print Name: Raiza Kraus

By: [Signature]
Name: Breg McPherson
Title: VP

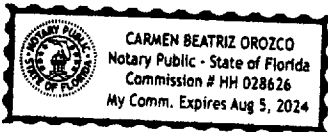
[Signature]
Print Name: Carmen Orozco

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

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13 day of October, 2020 by Breg McPherson as VP of WCI COMMUNITIES, LLC, a Delaware limited liability company. He/she is personally known to me or produced as identification, on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Carmen Orozco



JOINDER


PARKLAND BAY HOMEOWNERS ASSOCIATION, INC.


PARKLAND BAY HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the First Amendment to Amended and Restated Declaration for Parkland Bay (the "**First 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 First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of October, 2020.

WITNESSES:

PARKLAND BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

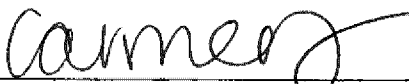

Print Name: SOUTH KRAUSE
Carmen
Print Name: Carmen Crocco

By: 
Name: Raisa Krause
Title: President
[SEAL]

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

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13 day of October, 2020 by Raisa Krause as President of PARKLAND BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. She is personally known to me or produced as identification, on behalf of the corporation.

My commission expires:


NOTARY PUBLIC, State of Florida at Large
Print Name: Carmen Crocco