8-0#14

Rcpt: 1211406 Rec: 35.50 DS: 0.00 11/03/08

Dpty Clerk

6104

PASCO COUNTY CLERK

When Recorded, Return To: Connerton, LLC 7918 Land O' Lakes Blvd. Suite 104

STATE OF FLORIDA

Land O' Lakes, FL 34638

COUNTY OF PASCO

Cross Reference:

Book

Page 913

# FIRST AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

THIS FIRST AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY ("Amendment") is made this 3RD day of NOVEMBER \_, 2008, by Connerton, LLC, a Delaware limited liability company ("Founder").

## WITNESSETH:

WHEREAS, on November 10, 2004, the Founder filed that certain Community Charter for Connerton Residential Community, recorded in Book 6104, Page 913, et seq., of the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, pursuant to Section 21.2(a) of the Charter, the Founder may unilaterally amend the Charter for any purpose until termination of the Founder Control Period (as defined in the Charter); and

WHEREAS, the Founder desires to amend the Charter to provide for Multi-Family Units (defined below) now or in the future made subject to the Charter; and

WHEREAS, the Founder Control Period has not terminated;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, the Founder hereby amends the Charter as follows:

1.

Section 3.1 of the Charter is hereby amended by adding the following definition thereto:

# 3.1. Designations of Properties Comprising the Residential Community

Multi-Family Unit. A portion of the Residential Community which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as multi-family or apartment dwellings for lease. Except as otherwise specifically provided (particularly with regard to voting and assessments), references in the Governing Documents to a Unit shall be deemed also to refer to a Multi-Family Unit as well as other types of Units. The term Multi-Family Unit shall refer to the entire parcel containing multi-family or apartment dwellings and shall not be deemed to refer to apartment dwellings individually.

A Unit shall be a Multi-Family Unit only for so long as such Unit is being operated as a multi-family apartment project containing for-lease apartment dwellings. In the event that any Multi-Family Unit is converted to a residential condominium or other "for sale" residential use, such Unit shall no longer be considered a Multi-Family Unit for purposes of this Charter and each apartment dwelling which has been converted to a condominium Unit or other "for-sale" residential product shall be automatically be deemed a separate Unit (but not a Multi-Family Unit) for all purposes under this Charter (i.e., each dwelling unit contained within the formerly classified Multi-Family Unit shall be assigned one equal vote and an equal assessment with other non-Multi-Family Units).

2.

Section 4.2 of the Charter is hereby amended by deleting the first paragraph of such Section in its entirety and substituting the following in its place:

#### 4.2. Voting

Each Unit, other than a Multi-Family Unit, is assigned one equal vote, subject to the limitations on voting set forth in this Charter and the other Governing Documents. A Multi-Family Unit shall be assigned three-quarters (3/4) of a vote for each apartment dwelling contained within the Unit. The vote for a Multi-Family Unit shall be exercised by the Owner of such Unit and not by tenants of individual apartment dwellings within such Multi-Family Unit. No vote shall be exercised for any property exempt from assessment under Section 12.8. Further, during such time as there is a Founder membership, no vote shall be exercised for Units that the Founder owns; rather, the Founder's consent shall be required for various actions of the Board, the membership, and committees, as specifically provided elsewhere in the Governing Documents.

3.

Sub-Sections 7.1(a), (b), and (f) of the Charter, respectively, are hereby amended by adding the following paragraph to each of such sub-Sections:

This sub-Section shall not apply to Multi-Family Units.

4.

Section 12.2(b) of the Charter is hereby amended by deleting such sub-Section in its entirety and substituting the following in its place:

(b) Calculation of Base Assessments. The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Units, shall be allocated equally among all Units, other than Multi-Family Units, subject to assessment and levied as a "Base Assessment." Base Assessments shall be levied against each Multi-Family Unit subject to assessment based upon the number of apartment dwellings contained within the Multi-Family Unit, with each such dwelling being assigned an assessment equal to three-quarters (3/4) of the full Base Assessment levied against other Units. The assessment obligation of a Multi-Family Unit to the Association shall be the obligation of the Owner of such Multi-Family Unit and not an obligation of the tenants of individual apartment dwellings within such Multi-Family Unit. Specific charges for specifically billed third party services may be separately charged to each Unit according to usage.

5.

Section 12.3 of the Charter is hereby amended by deleting the second sentence of such Section in its entirety and substituting the following in its place:

Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Voting Delegates representing more than 50% of the votes attributable to Units subject to assessment and shall be allocated among all such Units in the same manner as Base Assessments.

6.

Section 21.2(c) of the Charter is hereby amended by adding the following paragraph thereto:

No amendment to the Charter or other Governing Documents for Connerton that purports to or does decrease or limit rights, conditions, or uses, or increase burdens, provided for or assigned specifically to Multi-Family Units, individually or as a class, shall be valid without the express, written consent of Owner(s)

# OR BK 7959 PG 123

representing at least a majority of the votes assigned to Multi-Family Units under this Charter.

IN WITNESS WHEREOF, Connerton, LLC, a Delaware limited liability company, has duly executed the within and foregoing First Amendment to the Community Charter for Connerton Residential Community and affixed its corporate seal thereto as of this 3 RD day of WOVENBER, 2008.

FOUNDER:

CONNERTON, L.L.C.,

a Delaware limited liability company

By: Westerra Management, L.L.C., its authorized representative

Name: W. S. C. G. S.
Its: Vice President

COUNTY OF PASCO

The foregoing instrument was acknowledged before me on this the 3rd day of Lovember, 2008 by W.5. Colberts, of Connerton, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced a valid identification.

LORFAINE GLOVER
MY COMMISSION # DD 883033
EXPIRES: June 4, 2011
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Print Name: Lorraine Glover

Serial Number, if any: DD663033

My Commission Expires: June 4, 2011

S/H

B-0#14



Rcpt: 1165526 Rec: 18.50 DS: 0.00 03/06/08

Dpty Clerk

PASCO COUNTY CLERK

Cross Reference:

Book

6104

Page 913

When Recorded, Return To: Connerton, L.L.C. 7918 Land O' Lakes Blvd. Suite 104 Land O' Lakes, FL 34638

STATE OF FLORIDA

COUNTY OF PASCO

## SECOND AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

THIS SECOND AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY ("Amendment") is made this 18 74 day of FEBRUARY, 2008, by Connerton, L.L.C., a Delaware limited liability company ("Founder").

#### WITNESSETH:

WHEREAS, on November 10, 2004, the Founder filed that certain Community Charter for Connerton Residential Community, recorded in Book 6104, Page 913, et seq., of the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, pursuant to Section 21.2(a) of the Charter, the Founder may unilaterally amend the Charter for any purpose until termination of the Founder Control Period (as defined in the Charter); and

WHEREAS, the Founder desires to amend the Charter to provide for reasonable restrictions on the maximum number of occupants of each Unit while allowing for families with children; and

WHEREAS, the Founder Control Period has not terminated;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, the Founder hereby amends the Charter as follows:

Section 7.1(f) of the Charter is hereby amended by deleting the section in its entirety and substituting the following therefor:

Restriction on Number of Occupants. Occupancy of each Unit shall be limited (f) to two persons per bedroom, except that this restriction shall not be applied to preclude occupancy of a Unit by a family consisting of one or two persons and one or more children

under the age of 18 for whom either or both of such persons are the parent, legal custodian, or designee authorized in writing by the child's parent or legal custodian to care for the child. For purposes of this paragraph, "occupancy" means staying overnight in a Unit for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year. The Board, at its sole discretion, may allow more occupants than otherwise permitted in order to accommodate hardship cases.

IN WITNESS WHEREOF, Connerton, L.L.C., a Delaware limited liability company, has duly executed the within and foregoing Second Amendment to the Community Charter for Connerton Residential Community and affixed its corporate seal thereto as of this 18th day of 12008.

FOUNDER: CONNERTON, L.L.C.,

a Delaware limited liability company

By: Westerra Management, L.L.C., its authorized representative

Name: W. S. Cibbons
Its: Vice President

STATE OF FLORIDA ) state of Florida ) state of Florida )

The foregoing instrument was acknowledged before me on this the 18th day of 4cbrueny 2008, by W. Stewart 66boxs, of Connerton, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced a valid identification.

NOTARY PUBLIC
Print Name: LONGAING GIOVEN
Serial Number, if any:
My Commission Expires:

LORRAINE GLOVER
MY COMMISSION # DD 663033
EXPIRES: June 4, 2011
Bonded Thru Budget Netery Services

556801-Amendment-Occupancy Restrictions-011608-mlh

UPON RECORDING, PLEASE RETURN TO: <u>PETER BOUDREAU</u> <u>2042/ ROSE COTTAGE</u> WAY <u>LAND OLAKES FL 3463</u>7 2011006647

Rcpt:1345583 Rec: 103.50 DS: 0.00 IT: 0.00 01/14/11 M. Dodd, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER 01/14/11 08:48am 1 of 12 0R BK 8502 PG 2126

# THIRD AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

THIS THIRD AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY ("Amendment") is made this <u>15</u> day of <u>DECEMBER</u>010, by Connerton Holdings, LLC, a Delaware limited liability company ("Founder").

#### WITNESSETH:

WHEREAS, on November 10, 2004, CONNERTON, L.L.C., a Delaware limited liability company, as the "Founder," recorded that certain Community Charter for Connerton Residential Community, in Book 6104, Page 913, et seq., of the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, on May 26, 2010, CONNERTON, L.L.C., assigned its rights as the Founder to Pasco Residential Lots LLC, by and through that certain Assignment and Assumption of Founder Rights, recorded in Book 8341, Page 1688, et seq., of the Official Records of Pasco County, Florida; and

WHEREAS, as of September 24, 2010, Pasco Residential Lots LLC, assigned its rights as the Founder to Connerton Holdings, LLC, by and through that certain Assignment and Assumption of Founder Rights, recorded in Book 8461, Page 375, et seq., of the Official Records of Pasco County, Florida; and

WHEREAS, pursuant to Section 18.1 of the Charter, the Founder may, during the Development and Sale Period, amend the Charter to remove any unimproved portion of the Residential Community from the coverage of the Charter, provided such withdrawal does not reduce the total number of Units then subject to the Charter by more than 10% (as such capitalized terms are defined in the Charter); and

WHEREAS, the Development and Sale Period has not expired or terminated; and

### THIRD AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

WHEREAS, the Founder desires by this Amendment to withdraw the property described in Exhibit "A" attached hereto from the coverage of the Charter, subject to the covenants and conditions set forth in Exhibit "B" attached hereto; and

WHEREAS, ZarCalRes Connerton, LLC ("ZarCalRes"), is the owner of the property described on Exhibit "A" attached hereto; and

WHEREAS, the property described on Exhibit "A" is unimproved and the withdrawal of the property from the Charter does not reduce the total number of Units subject to the Charter by more than 10%; and

WHEREAS, ZarCalRes, as evidenced by its execution of this Amendment, joins in and consents to the withdrawal of the property described on Exhibit "A" from the coverage of the Charter subject to the covenants and conditions set forth in Exhibit "B" attached hereto;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, and with the joinder and consent of ZarCalRes, as the property owner, the Founder hereby amends the Charter to withdraw and remove the property described on Exhibit "A" from coverage of the Charter such that, from and after the date of recording of this Amendment, the Charter shall have no further application to such property and such property shall no longer be a part of the "Residential Community," as defined in the Charter.

Notwithstanding the withdrawal of the property described in Exhibit "A" from coverage of the Charter, the Founder and ZarCalRes desire to impose upon such property the covenants and conditions set forth on Exhibit "B" attached hereto. The covenants and conditions set forth on Exhibit "B" ("Tract Declaration") shall run with the title to the property described on Exhibit "A" attached hereto ("Multi-Family Tract"), shall govern the development and use of such property, and shall be binding upon ZarCalRes and the future owners of any portion of the Multi-Family Tract, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property.

[Signatures set forth on the following pages]

#### THIRD AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

IN WITNESS WHEREOF, Connerton Holdings, LLC, a Delaware limited liability company, as the Founder, has duly executed the within and foregoing Third Amendment to the Community Charter for Connerton Residential Community and affixed its corporate seal thereto as of this 22 day of December, 2010.

THE FOUNDER:

CONNERTON HOLDINGS, LLC
a Delaware limited liability company

Y: HW CGC Acquisition, LLC,

A Delaware limited liability company,

Its sole member

BY: TRJ CGC Holdings, LP,

A Texas limited partnership,

Its administrative member

By: Name:

DON CANOUL

Its:

MANAGALG PHACIEM

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

Witness

COUNTY OF Dallas

The following instrument was acknowledged before me this 22 day of <u>December</u>, 2010 by <u>Don Carooll</u>, the <u>Managing Principal</u> of TRJ CGC HOLDINGS, LP, a Texas limited partnership, on behalf of the limited partnership, which is the administrative member of HW CGC ACQUISITION, LLC, a Delaware limited liability company, the sole member of CONNERTON HOLDINGS, LLC. He/she is personally known to me or has produced as identification.

ROSS FITZGEORGE BROWN
My Commission Expires
August 19, 2014

NOTARY PUBLIC, State of Florida Texas

Print Name: BSS F. Brown

My Commission Expires: A ugust 19, 2014

[Owner Consent follows]

THIRD AMENDMENT TO COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

## OWNER CONSENT TO AND JOINDER IN WITHDRAWAL

ZarCalRes Connerton, LLC, as the owner of the property, hereby consents to and joins the within and foregoing Third Amendment to Community Charter for Connerton Residential Community ("Amendment") and the withdrawal of the property described on Exhibit "A" to the Amendment from the coverage of the Community Charter for Connerton Residential Community subject to the covenants and conditions set forth on Exhibit "B" to the Amendment.

This 15 day of DECEMBER 20 10

OWNER:

ZARCALRES CONNERTON, LLC

By: ZarCalRes, LLC, a Delaware limited liability company, its Manager

By: Zaremba Multifamily, LLC, a Delaware limited liability company

Signed, sealed, and delivered in the presence of:

Susan K alber	SUSAN K. ALBER	S
Without	nett CARRIEL. OF	FTERMATT
STATE OF Ohis	)	8
COUNTY OF Luyakiga	) SS;	

The foregoing instrument was acknowledged before me this 6 day of Sumbly, 2010 by Button for Sumbly, the Anistent V.P. of ZAREMBA MULTIFAMILY, LLC, the Manager of ZARCALRES, LLC, the Manager of ZARCALRES CONNERTON, LLC, who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of said limited liability company as his/her and the limited liability company's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Whise L. Ardr

Notary Public



DORIS E. ARDO
Notary Public - State of Ohio
Recorded in Medina County
My Commission Expires Oct. 31, 2013

#### EXHIBIT "A"

#### MULTI-FAMILY TRACT

DESCRIPTION: A parcel of land lying in Sections 24 and 25, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 25, run thence along the West boundary of the Northwest 1/4 of said Section 25, South 00°25'49" East, 341,74 feet to a point on a curve on the Northerly Right-of-Way line of CONNERTON BOULEVARD. as shown on the plat of CONNERTON VILLAGE TWO PARCEL 211, as recorded in Plat Book 58, Pages 56 through 80, inclusive, of the Public Records of Pasco County, Florida: thence along said Northerly Right-of-Way line, the following seven (7) courses: 1) Southeasterly, 110.10 feet along the arc of a curve to the left having a radius of 439.00 feet an a central angle of 14°22'11" (chord bearing South 59°11'46" East, 109.81 feet) to a point of compound curvature; 2) Easterly, 67.19 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 55°47'40" (chord bearing North 85°43'18" East, 64.57 feet) to a point of reverse curvature; 3) Easterly, 168.60 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of 73°44'23" (chord bearing South 85°18'20" East, 157.20 feet) to a point of reverse curvature; 4) Easterly, 67.19 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 55°47'40" (chord bearing South 76°19'59" East, 64.57 feet) to a point of compound curvature; 5) Easterly, 79.84 feet along the arc of a curve to the left having a radius of 439.00 feet and a central angle of 10°25'11" (chord bearing North 70°33'35" East, 79.73 feet) to a point of tangency; 6) North 65°21'00" East, 525.00 feet to a point of curvature; 7) Easterly, 14.01 feet along the arc of a curve to the right having a radius of 1271.00 feet and a central angle of 00°37'54" (chord bearing N. 73°44'59" E, 14.01 feet) to the Point of Beginning; thence N. 01°53'14" W., 383.00 feet; thence S. 86°30'00" E., 83.53 feet; thence N. 20°35'08" E., 56.96 feet; thence N. 58°00'00" E., 335.32 feet; thence S. 57°00'00" E., 181.88 feet; thence South, 79.42 feet; thence S. 63°00'00" E., 130.04 feet; thence North, 137.18 feet; thence N. 57°00'00" E., 397.14 feet; thence East, 183.20 feet; thence S. 56°00'00" E., 140.00 feet; thence S. 11°30'00" E., 265.00 feet; thence S. 48°00'00" E., 80.31 feet; thence S. 05°51'00" W., 381.97 feet to a point on said Northerly right-of-way line of CONNERTON BOULEVARD; thence along said Northerly right-of-way line, the following two (2) courses: 1) N. 84°09'00" W., 875.55 feet to a point of curvature; 2) Westerly, 483.25 feet along the arc of a curve to the left having a radius of 1271.00 feet and a central angle of 21°47'04" (chord bearing S. 84°57'28" W., 480.34 feet) to the Point of Beginning.

Containing 17.504 acres more or less

#### EXHIBIT "B"

# DECLARATION OF COVENANTS AND CONDITIONS RUNNING WITH TITLE TO THE MULTI-FAMILY TRACT

This Declaration of Covenants and Conditions Running with Title to the Multi-Family Tract ("Tract Declaration") shall run with the title to the real property described on Exhibit "A" to the foregoing Third Amendment to Community Charter for Connerton Residential Community (the "Multi-Family Tract"), shall govern the development and use of such property, and shall be binding upon Connerton Holdings, LLC, ZarCalRes Connerton, LLC, and the future owners of any portion of the Multi-Family Tract, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property.

#### Section 1. Definitions.

Each capitalized term used in this Tract Declaration shall have the meaning described in the paragraph where it first appears in bold print or, if not so defined, shall have the meaning given to the same term in the Community Charter for Connerton Residential Community, recorded in Book 6104, Page 913, et seq., of the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Connerton Residential Charter"). References herein to the "Tract Owner" shall refer to each Person that holds record title to all or any portion of the Multi-Family Tract. References herein to the "Founder" shall refer to Connerton Holdings, LLC or any successor or assign which is assigned the rights and status of the Founder under this Tract Declaration in a recorded instrument executed by the assignor and the assignee of such rights and status. All other terms used in this Tract Declaration shall have their usual, commonly accepted definitions.

#### Section 2. Architecture, Landscaping, and Aesthetic Standards.

(a) Approval Required. All site work, landscaping, structures, improvements, and other items placed on the Multi-Family Tract ("Improvements") are subject to standards for design, landscaping, and aesthetics adopted pursuant to this Section 2 ("Design Guidelines") and the approval procedures set forth in this Section, except as this Section or the Design Guidelines may otherwise specify.

Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a structure visible from outside of the structure do require prior approval.

Any building constructed on the Multi-Family Tract shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Reviewer (defined below) in its sole discretion otherwise approves.

Approval under this Section is not a substitute for any approvals or reviews required by Pasco County or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

#### (b) Review Authority.

(i) The Founder. The Founder shall have exclusive authority to review and approve any proposed Improvements during the Development and Sale Period described in the Connerton Residential Charter. The Founder may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, the Founder and its designee act solely in the Founder's interest and owe no duty to any other Person.

From time to time, the Founder may delegate any or all of its rights under this Section to other Persons, including, without limitation, the "Reviewer" under the Connerton Residential Charter or to any owners association or other entity with authority to review and approve the construction of improvements in other portions of "Connerton," the master planned community of which the Multi-Family Tract is a part. Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to: (A) the Founder's right to revoke such delegation at any time and reassume its prior control; and (B) the Founder's right to veto any decision that it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this Section, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

- (ii) <u>The Reviewer</u>. For purposes of this Section, the entity having review authority in a particular case, whether the Founder or any other Person to which the Founder's rights have been delegated or assigned, shall be referred to as the "Reviewer."
- (iii) Fees: Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application.

#### (c) Guidelines and Procedures.

(i) <u>Design Guidelines</u>. The Founder may prepare Design Guidelines to provide guidance to the Tract Owner regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval.

The Founder shall have sole and full authority to amend the Design Guidelines for so long as it has review authority under this Section 2. The Founder's right to amend the Design Guidelines shall continue even if it delegates reviewing authority. Upon termination or delegation of the Founder's right to amend, the Reviewer may amend the Design Guidelines; provided, any such amendment to the Design Guidelines shall be consistent with the Community-Wide Standard established and existing for the Residential Community under the Connerton Residential Charter.

Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to any plans, specifications, or matters previously approved, or modification or removal of any structures commenced pursuant to such plans, specifications, or other matters previously approved. However, any new work on such structures must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive.

(ii) <u>Process</u>. Unless the Design Guidelines provide otherwise, no construction activities or other activities that fall within the scope of this Section 2 may begin until a request is submitted to and approved by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer requires. Plans and specifications shall show, as applicable, site layout, parking calculations, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, any proposed above-ground utilities (including all appurtenances), and any other features of proposed construction the Reviewer requires.

The Reviewer shall make a determination on each application after receipt of a completed application and other information it requires. The Reviewer or the Design Guidelines may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The Reviewer may: (A) approve the application, with or without conditions; (B) approve a portion of the application and disapprove other portions; or (C) disapprove the application.

The Reviewer shall notify the applicant in writing of the determination on any application within 45 days after its receipt of a completed application and all required information, as determined in the Reviewer's discretion. If the Reviewer does not respond to an application within 45 days, the applicant may notify the Reviewer in writing and request a response within 15 days. If the Reviewer fails to respond within such 15-day period, approval shall be deemed given.

Notwithstanding the above, no Improvements which are inconsistent with the Design Guidelines may be constructed or installed unless a written variance has been granted pursuant to this Section 2.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Tract Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval, or unless the Reviewer, in its discretion, grants an extension in writing.

- (iii) No Waiver of Future Approvals. The people reviewing applications under this Section will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.
- (iv) <u>Variances</u>. The Reviewer may authorize variances from compliance with any of the Design Guidelines and any procedures when it determines that circumstances such as topography, natural obstructions, hardship (other than economic hardship), or aesthetic or environmental considerations justify such a variance; however, the Reviewer shall under no circumstances be obligated to grant variances. The Reviewer shall not consider a variance unless a specific request for a variance is included in the application together with a statement describing the circumstances and setting forth the reasons why the granting of the variance would be appropriate.

(d) <u>Limitation of Liability</u>. Review and approval of any proposed Improvements pursuant to this Section may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to any Person.

Neither the Founder nor any Reviewer shall be liable for: (i) any defects in plans revised or approved hereunder; (ii) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of the Tract Owner's contractor(s) or subcontractors, employees, or agents; (iii) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to the Multi-Family Tract; (iv) any loss or damage relating to the economic viability of any business or enterprise operated on the Multi-Family Tract; or (v) any loss or damage relating to the intended or actual use of a business or enterprise operated on the Multi-Family Tract.

(e) <u>Construction Activities Within the Multi-Family Tract</u>. Development and construction activities on the Multi-Family Tract shall not unreasonably interfere with the use, operation, or enjoyment of other portions of Connerton. The Reviewer may impose regulations governing development and construction activities, including screening of construction staging areas, provided such regulations are reasonably related to preventing unreasonable interference with the use, operation, or enjoyment of Connerton, and such regulations apply generally, and without prejudice, throughout the Multi-Family Tract.

## Section 3. Maintenance of Multi-Family Tract.

The Tract Owner shall be responsible for ensuring that all portions of the Multi-Family Tract, including all structures, landscaping, and other Improvements, are maintained in a safe, clean, neat, and attractive manner, in good condition and repair, free of trash and debris, and consistent with the standard of maintenance and appearance applicable throughout Connerton ("Connerton Standard").

In the event that any Improvements within the Multi-Family Tract are damaged or destroyed, such Improvements shall be promptly repaired or reconstructed in accordance with plans approved in accordance with Section 2 above. Once commenced, repairs or other construction shall be diligently pursued to completion in an uninterrupted manner. Repairs or reconstruction to structures on the Multi-Family Tract shall be consistent with the Design Guidelines and shall be subject to approval as required in accordance with Section 2.

As an alternative to repairing and reconstructing damaged or destroyed Improvements on the Multi-Family Tract, the Tract Owner shall clear the Multi-Family Tract of such Improvements, and of all debris, and maintain the Multi-Family Tract in a neat and attractive landscaped condition consistent with the Connerton Standard and pursuant to a landscape plan approved pursuant to Section 2.

#### Section 4. Use Restrictions.

Except as the Founder may otherwise permit, the Multi-Family Tract shall at all times be used as a for-rent, multi-family, residential apartment complex (including related amenities) consistent with zoning and the covenants and conditions set forth in this Tract Declaration. The Founder shall permit the

conversion of the Multi-Family Tract to for-sale conclominium or other residential use in the event the property and all residential condominium units to be created are first made subject to the Connerton Residential Charter.

#### Section 5. Enforcement; Remedies.

Any violation of this Tract Declaration is subject to enforcement action. The Founder may enforce this Tract Declaration by all available legal and equitable means (including an action to enjoin violative actions and/or to compel compliance). In addition to other available rights and remedies, in the event of a violation of this Tract Declaration, the Founder shall have the right and easement to enter the property, remove or otherwise remedy the violation, and restore the Multi-Family Tract to a non-violating condition or use. Except in an emergency situation where prompt action is necessary to avoid imminent injury to persons or property, the Tract Owner shall be given written notice and a reasonable opportunity to cure the violating condition, as determined by the Founder. The Tract Owner may demonstrate its intent to cure by taking immediate corrective action and diligently and without interruption prosecuting such action to completion.

A decision not to enter the Multi-Family Tract to remedy a violation under the above circumstances shall not prevent the Founder from later remedying any such violation or from taking other enforcement action.

In any action to enforce this Tract Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

#### Section 6. Connerton Residential Charter.

Except as otherwise specifically provided in this Tract Declaration, the Connerton Residential Charter shall not have application to the Multi-Family Tract and the Connerton Community Association, Inc. shall not have any rights or obligations pertaining to the Multi-Family Tract. In the event of a conflict between the Connerton Residential Charter and this Tract Declaration as pertains to the Multi-Family Tract, this Tract Declaration shall be controlling.

#### Section 7. Term; Amendment.

This Tract Declaration shall be effective for a minimum of 21 years from the date it is recorded. After 21 years, this Tract Declaration shall be extended automatically for successive 10-year periods unless the Founder and each Tract Owner signs a document stating that the Tract Declaration is terminated and that document is recorded within the year before any extension. In such case, this Tract Declaration shall terminate on the date specified in the termination document.

In any event, if any provision of this Tract Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Tract Declaration is recorded.

This Tract Declaration may be amended only by an instrument executed by the Founder and the Tract Owner which is recorded in the Official Records of Pasco County, Florida.

# OR BK 8502 PG 2136

EXHIBIT B: DECLARATION OF COVENANTS AND CONDITIONS RUNNING WITH TITLE TO THE MULTI-FAMILY TRACT

IN WITNESS WHEREOF, the undersigned have duly executed the within and foregoing Declaration of Covenants and Conditions Running with Title to the Multi-Family Tract and affixed their corporate seals thereto as of this 22 day of December, 2010.

THE FOUNDER:

CONNERTON HOLDINGS, LLC a Delaware limited liability company

BY: HW CGC Acquisition, LLC,

A Delaware limited liability company,

Its sole member

BY:

TRJ CGC Holdings, LP, A Texas limited partnership, Its administrative member

By: W

Name: DON CAMPOUL

Its: MAN NOIME PRINCIPA

Signed, sealed, and delivered in the presence of:

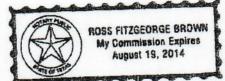
Witness

Witness

COUNTY OF Dalles

The following	ng instrument was acknowledg	ged before me this	22 day of	December	, 2010 by
Don Carror	11 , the Managlu	y Principal	of TRI	CGC HOLDIN	VGS, LP, a
Texas limited partne	rship, on behalf of the limited	partnership, which	h is the adm	inistrative men	aber of HW
CGC ACQUISITIO	N, LLC, a Delaware limited	liability company.	, the sole n	nember of COI	NNERTON
HOLDINGS, LLC.	He/she is personally know	to me or has p	produced		as
identification.			,		

(SEAL)



NOTARY PUBLIC, State of Florida Texas

Print Name: Poss F. Brown

My Commission Expires: August 19,2014

[Tract Owner signature follows]

TRACT OWNER:

ZARCALRES CONNERTON, LLC

By: ZarCalRes, LLC, a Delaware limited liability company, its Manager

By: Zaremba Multifamily, LLC, a Delaware

limited liability company

By: \_\_\_\_\_\_\_\_Print Name: Bark

Print Name: Barbara VonBenken Its: ASSISTANT VICE PRESIDENT

Signed, sealed, and delivered in the presence of:

SUSAN K. ALBERS

Afternatt CARRIEL. OFFTERMAT

Witness

STATE OF Shur

(mohron).

) SS:

COUNTY OF Cayphiga )

The foregoing instrument was acknowledged before me this 5 day of SULINEW, 2010 by SULINE TO THE ACCOUNT. The SULINE TO THE SULING T

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Notary Public

OF O

DORIS E. ARDO
Notary Public - State of Ohio
Recorded in Medina County
My Commission Expires Oct. 31, 2013

Vous L. anda



After recording return to: Watson Firm 5646 Milton Street Suite 321 Dallas, Texas 75206

This instrument Prepared by: Michael Watson, Esq.



Rcpt:1479525 Rec: 103.50 DS: 0.00 IT: 0.00 12/04/12 E. Mungula, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER 12/04/12 09:39am 1 of 12 PG 3472

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

# FOURTH AMENDMENT TO COMMUNITY CHARTER AND SUPPLEMENTAL DECLARATION

This FOURTH AMENDMENT TO COMMUNITY CHARTER (this "Amendment") is made as of this day of November 2012, by CONNERTON HOLDINGS, LLC, a Delaware limited liability company ("Founder").

#### WITNESSETH:

WHEREAS, on November 10, 2004, Connerton, L.L.C., a Delaware limited liability company, as the founder, recorded that certain Community Charter for Connerton Residential Community, on November 10, 2004 in Official Records Book 6104, at Page 913, of the Public Records of Pasco County, Florida (as amended, supplemented and assigned from time to time, the "Charter"); and

WHEREAS, Connerton, L.L.C. assigned its rights, title and interest as founder to Pasco Residential Lots LLC ("Pasco Residential"), pursuant to an Assignment and Assumption of Founder Rights dated May 25, 2010, originally recorded in Official Records Book 8341, at Page 1688, of the Public Records of Pasco County, Florida; and

WHEREAS, Pasco Residential assigned its rights, title and interest as founder to Founder, pursuant to an Assignment and Assumption of Founder Rights, recorded in Book 8461, Page 375, of the Public Records of Pasco County, Florida; and

WHEREAS, pursuant to Section 21.2(a) of the Charter, the Founder may unilaterally amend the Charter for any purpose during the Founder Control Period; and

WHEREAS, the Founder Control Period has not expired or terminated; and

WHEREAS, the Founder desires, by this Amendment, to amend certain provisions of the Charter relating to the payment of fees and assessments solely with respect to a portion of the Residential Community described on <u>Schedule 1</u> attached hereto (the "2012 Finished Lot Property").

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, the Founder hereby amends the Charter as follows:

- 1. <u>Incorporation of Recitations</u>. The foregoing recitations are true and correct and are incorporated herein by this reference.
- 2. <u>Defined Terms</u>. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Charter.
- 3. <u>Supplemental Declaration</u>. To the extent not made part of the Charter in accordance with Chapter 17 of the Charter, the Charter is hereby supplemented to include the 2012 Finished Lot Property which is hereby made subject to the terms and conditions of the Charter.
- 4. <u>Authority to Assess Owners; Time of Payment.</u> With respect to the 2012 Finished Lot Property only, Section 12.5 of the Charter is hereby amended to add the following to the end of the first paragraph thereof:

"Notwithstanding the foregoing or anything to the contrary in this Chapter 12, for so long as Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison") is paying or has paid any shortfall under the Common Expense budget up to a total of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) ("Deficit Funding"), Units within the 2012 Finished Lot Property shall be obligated to pay Base Assessments, Special Assessments or the Association Capitalization Fee (the "Finished Lot Assessments") in accordance with the following: (i) Taylor Morrison, as purchaser of the 2012 Finished Lot Property from Founder, shall not be obligated to pay Finished Lot Assessments; (ii) in the event Taylor Morrison or a Builder conveys a Unit to a third party end user, Finished Lot Assessments shall commence as to such Unit upon conveyance and (iii) in the event Taylor Morrison conveys a Unit to a Builder, such Builder shall pay 50% of the Finished Lot Assessments applicable to such Unit until the earlier of (a) six (6) months after closing of the purchase from Taylor Morrison, and (b) the date on which such Builder sells such Unit to a third-party end user, at which time the Unit owner shall be responsible for all of the Finished Lot Assessments, provided that with respect to the Lots set forth on Schedule 4 attached hereto, such Builder shall pay 50% of Finished Lot Assessments applicable to such Unit until the date on which such Builder sells such Unit to a third-party end user, at which time the Unit owner shall be responsible for all of the Finished Lot Assessments. Taylor Morrison shall pay Deficit Funding only in the event of a shortfall in the budget and that the Deficit Funding shall be based on actual expenditures for Common Expense. In the event Taylor Morrison is required to make quarterly payments, Taylor Morrison shall have the right to consult with the Board and review the budget that will establish the Base Assessments and any Service Area Assessments."

 Ratification. The Charter, as amended and modified hereby, is ratified and confirmed and is in full force and effect according to its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

#### FOUNDER:

CONNERTON HOLDINGS, LLC, a

Delaware limited liability company

Print name:

Billy Presitt Print name:

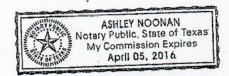
Print Name: John Helton

Title: Executive Vice President

Date of Execution:

STATE OF TAXAS COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 29th day of November, 2012, by John Helton, as the Executive Vice President of Connerton Holdings, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me or has produced as identification.



Oshley Moon Notary Public

My Commission Expires: 4/5/16

[NOTARY SEAL]

## Schedule 1 Finished Lot Property

# PARCEL A: CONNERTON VILLAGE ONE

Lots 8 and 9, Block 1, and; Lot 4, Block 7, CONNERTON VILLAGE ONE PARCEL 101 and 102, according to the plat thereof recorded in Plat Book 51, Pages 115 through 137, inclusive, of the Public Records of Pasco County, Florida;

# PARCEL B: CONNERTON VILLAGE TWO - PARCEL 211

PARCEL 1: Lots 1, 2, 3, 4, 5, 8 and 9, Block 15; Lots 4, 5, 6, 10, 11, 12, 16, 17, 18, 22, 23 and 24, Block 16; Lots 1, 5, 6, 7, 11, 22, 23, 24, 28 and 29, Block 23; Lots 1, 2, 3, 7, 8, 9, 13, 14, 15, 16, 20 and 21, Block 24; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 25; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 26; Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 27; Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 24, 25 and 26, Block 28; Lots 12, 13, 14 and 15, Block 29B; Lots 1, 2, and 3, Block 31; Lots 4, 5, and 6, Block 32; Lots 2, 3, and 4, Block 34; Lots 1, 2, 3, 7, 8, 9, 13, 14, 15, 19, 20, 21 and 24, Block 35, and; Lots 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, and 21, Block 36, CONNERTON VILLAGE TWO PARCEL 211, according to the Public Records of Pasco County, Florida.

PARCEL 2: Lots 6 and 7, Block 15; Lots 1, 2, 3, 7, 8, 9, 13, 14, 15, 19, 20 and 21, Block 16; Lots 2, 3, 4, 8, 9, 10, 19, 20, 21, 25, 26 and 27, Block 23; Lots 4, 5, 6, 10, 11, 12, 17, 18, 19, 23, 24 and 25, Block 24; Lots 1, 2, 3, 7, 8, 11, 17, 18, 19, 20, 24, 25 and 26, Block 30; Lots 9, 10, 11, 12, 16 and 17, Block 32, and; Lots 2, 3, 4, 8, 9, 10, 14, 15, 19 and 21, Block 29A, CONNERTON VILLAGE TWO PARCEL 211, according to the plat thereof recorded in Plat Book 58, Pages 56 through 80, inclusive, Public Records of Pasco County, Florida;

PARCEL 3: Lots 1 through 11, inclusive, Block 29B CONNERTON VILLAGE TWO PARCEL 211-PARTIAL REPLAT, according to the plat thereof recorded in Plat Book 63, Pages 137 through 140, inclusive, of the Public Records of Pasco County, Florida;

## PARCEL C: CONNERTON VILLAGE TWO - PARCEL 210

Lots 1 through 21, inclusive, Block 37, and; Lots 9 through 21, inclusive, Block 38, CONNERTON VILLAGE TWO PARCEL 210, according to the plat thereof recorded in Plat Book 59, Pages 56 through 72, inclusive, of the Public Records of Pasco County, Florida;

### PARCEL D: CONNERTON VILLAGE TWO - PARCEL 214

Lots 1 through 6, inclusive, Block A-1; Lots 1 through 8, inclusive, Block A-2; Lots 1 through 6, inclusive, Block A-3; Lots 1 through 6, inclusive, Block A-4; Lots 1 through 6, inclusive, Block A-5; Lots 1 through 4, inclusive, Block A-6; Lots 1 through 8, inclusive, Block A-7; Lots 1 through 8, inclusive, Block B-1; Lots 1 through 4, inclusive, Block B-2; Lots 1 through 5,

inclusive, Block B-3; Lots 1 through 6, inclusive, Block C-1; Lots 1 through 3, inclusive, Block C-2; Lots 1 through 7, inclusive, Block C-3; Lots 1 through 3, inclusive, Block D-1; Lots 1 through 4, inclusive, Block D-2; Lots 1 through 3, inclusive, Block D-3; Lots 1 through 5, inclusive, Block D-4; Lots 1 through 9, inclusive, Block E-1; Lots 1 through 5, inclusive, Block F-1; Lots 1 through 6, inclusive, Block G-1; Lots 1 through 4, inclusive, Block G-2, and; Lots 1 through 22, inclusive, Block G-3; CONNERTON VILLAGE TWO PHASE 2, according to the plat thereof recorded in Plat Book 62, Pages 111 through 133, inclusive, of the Public Records of Pasco County, Florida;

#### PARCEL E: CONNERTON VILLAGE TWO - PARCEL 201

DESCRIPTION: A parcel of land lying in Section 25, Township 25 South, Ranges 18 East, Pasco County, Florida and being more particularly described as follows: Commence at the Northwest corner of said Section 25, run thence along the North boundary of the Northwest 1/4 of said Section 25, S.89°35'27"E., 2663.53 feet to the Northeast corner of said Northwest 1/4 of Section 25; thence along the East boundary of said Northwest 1/4 of Section 25, S.00°10'59"E., 300.11 feet to a point on the Southerly right-of-way line of CONNERTON BOULEVARD. according to the plat of CONNERTON VILLAGE TWO PARCEL 211, as recorded in Plat Book 58, Pages 56 through 80, inclusive, of the Public Records of Pasco County, Florida, said point also being the POINT OF BEGINNING; thence along said Southerly right-of-way line of CONNERTON BOULEVARD and the Westerly right-of-way line of BLUE MIST PARKWAY, according to said plat of CONNERTON VILLAGE TWO PARCEL 211, in respective order, the following twelve (12) courses: 1) S.84°09'00"E., 447.27 feet to a point of curvature; 2) Southeasterly, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.61°21'49"E., 53.45 feet) to a point of reverse curvature; 3) Southeasterly, 36.92 feet along the arc of a curve to the left having a radius of 131.00 feet and a central angle of 16°08'46" (chord bearing S.46°39'00"E., 36.79 feet) to a point of reverse curvature; 4) Southeasterly, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.31°56'11"E., 53.45 feet) to a point of tangency; 5) S.09°09'00"E., 41.06 feet to a point of curvature; 6) Southerly, 331.93 feet along the arc of a curve to the right having a radius of 929.00 feet and a central angle of 20°28'18" (chord bearing S.01°05'09"W., 330.17 feet) to a point of reverse curvature; 7) Southerly, 408.27 feet along the arc of a curve to the left having a radius of 2071.00 feet and a central angle of 11°17'42" (chord bearing S.05°40'27"W., 407.61 feet) to a point of reverse curvature; 8) Southerly, 337.63 feet along the arc of a curve to the right having a radius of 929.00 feet and a central angle of 20°49'25" (chord bearing S.10°26'18"W., 335.78 feet) to a point of tangency; 9) S.20°51'00"W., 22.08 feet to a point of curvature; 10) Southwesterly, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.43°38'11"W., 53.45 feet) to a point of reverse curvature; 11) Southwesterly, 36.92 feet along the arc of a curve to the left having a radius of 131.00 feet and a central angle of 16°08'46" (chord bearing S.58°21'00"W., 36.79 feet) to a point of reverse curvature; 12) Westerly, 54.88 feet along the arc of a curve to the right having a radius of 69.00 feet and a central angle of 45°34'23" (chord bearing S.73°03'49"W., 53.45 feet) to a point of tangency, said point also being the Northeast corner of CONNERTON VILLAGE TWO PARCEL 210, according to the plat thereof as recorded in Plat Book 59, Pages 56 through 72, inclusive, of the Public Records of Pasco County, Florida; thence along the Northerly right-ofway line of PLEASANT PLAINS PARKWAY, according to said plat of CONNERTON

VILLAGE TWO PARCEL 210, N.84°09'00"W., 1444.52 feet to the Southeast corner of CONNERTON VILLAGE TWO PHASE 2, according to the plat thereof as recorded in Plat Book 62, Pages 111 through 133, inclusive, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said CONNERTON VILLAGE TWO PHASE 2, the following four (4) courses: 1) N.05°51'00"E., 43.64 feet; 2) N.63°00'00"E., 140.00 feet; 3) N.10°19'17"E., 1112.94 feet; 4) N.05°51'00"E., 73.87 feet to a point on the aforesaid Southerly right-of-way line of CONNERTON BOULEVARD; thence along said Southerly right-of-way line of CONNERTON BOULEVARD, S.84°09'00"E., 786.14 feet to the POINT OF BEGINNING.

OR BK 8792 PG 3479

Schedule 4

(See Following Pages)

# Initial Takedown

25-25-18-0110-0D300-0020	Parcel 214, BI D3, Lot 2	551
25-25-18-0080-01600-0110	Parcel 21 I, Bi 16, Lot 11	55'
25-25-18-0080-01600-0120	Parcel 21 I, Bl 16, Lot 12	551
25-25-18-0080-01600-0130	Parcel 211, Bl 15, Lot 13	551
25-25-18-0080-01600-0140	Parcel 21 I, Bl 16, Lot 14	55'
25-25-18-0080-01600-0150	Parcel 21 I, Bl 16, Lot 15	55"
25-25-18-0080-01600-0160	Parcel 211, Bl 16, Lot 16	55'
25-25-18-0080-01600-0170	Parcel 211, Bl 16, Lot 17	551
25-25-18-6080-01600-0180	Parcel 21 I, BI 16, Lot 18	55'
25-25-18-0080-01500-0190	Parcel 211, Bl 16, Lot 19	551
25-25-18-0080-01600-0200	Parcel 211, Bl 16, Lot 20	55'
25-25-18-0080-01600-0210	Parcel 211, BI 15, Lot 21	551
25-25-18-0088-01600-0220	Percel 21 1, Bl 16, Lot 22	551
25-25-18-0080-01600-0230	Parcel 211, Bl 16, Lot 23	554
25-25-18-0080-01600-0240	Parcel 211, Bl 16, Lot 24	551
25-25-18-0080-02300-0010	Parcel 211, Bl 23, Lot 1	55°
25-25-18-0080-02300-0020	Parcel 211, Bl 23, Lot 2	55"
25-25-18-0080-02300-0030	Parcel 211, Bl 23, Lot 3	55"
25-25-18-0080-02300-0040	Percel 211, Bl 23, Lc# 4	55
25-25-18-0080-02300-0050	Percel 211, B123, Lot 5	55
25-25-18-0080-02300-0060	Parcel 211, Bl 23, Lot 6	55
25-25-18-0080-02300-0070	Parcel 211, Bl 23, Lot 7	55'
25-25-18-0080-02300-0080	Percei 211, Bl 23, Lot 8.	55'
25-25-18-0080-02300-0090	Parcel 211, Bl 21, Lat 9	55"
25-25-18-0080-02360-0100	Parcel 211, Bl 23, Lot 10	55
25-25-18-0080-02300-0110	Percel 211, Bl 23, Lot 11	55
25-25-18-0080-02360-0190	Parcel 211, Bl 23, Lot 19	55
25-25-18-0080-02300-0200	Parcel 211, B1 23, Lot 20	55'
25-25-18-0080-02300-0210	Parcel 211, Bl 23, Lot 21	55'
25-25-18-0080-02300-0220	Percel 211, Bl 23, Lot 22	55'
25-25-18-0080-02300-0230	Percel 211, B123, Lot 23	55
25-25-18-0080-02300-0240	Parcel 211, Bl 23, Lot 24	55'
25-25-18-0080-02300-0250	Parcel 211, Bl 23, Lot 25	55'
25-25-18-0080-02300-0260	Parcel 211, Bl 23, Lot 26	55°
25-25-18-0080-02300-0270	Percel 211, B123, Lot 27	55
25-25-18-0080-02300-0280	Parcol 211, Bl 23, Lot 28	55
25-25-18-0080-02300-0290	Parcel 211, BI 23, Lot 29	55
25-25-18-0080-02400-0120	Percel 211, Bl 24, Lot 12	55
25-25-18-0080-02400-0130	Parcel 211, Bl 24, Lot 13	55'
25-25-18-0080-02400-0140	Parcel 211, Bl 24, Lot 14	551

# OR BK 8792 PG 3481

# Option Lots

25-25-18-0080-01600-0010	Percel 211, Bl 16, Lot 1	55*
25-25-18-0080-01600-0020	Parcel 211, 31 16, Lot 2	55°
25-25-18-0080-01600-0030	Parcel 211, DI 16, Lot 3	55
25-25-18-0080-01600-0040	Parcel 211, BI 16, Lot 4	55
25-25-18-0080-01600-0050	Parcel 211, BI 16, Lot 5	55*
25-25-18-0080-01600-0050	Parcel 211, BI 16, Lot 6	55°
25-25-18-0080-01600-0070	Parcel 211, Bi 16, Lot 7	551
25-25-18-0080-01600-0080	Parcel 211, BI 16, Lot 8	55*
25-25-18-0080-01600-0090	Parcel 211, Bl 16, Lot 9	551
25-25-18-0080-01600-0100	Parcel 211, Bl 16, Lot 10	551
	1	
25-25-18-0080-02400-0010	Parcel 211, Bl 24, Lot I	55"
25-25-18-0080-02400-0020	Parcel 211, Bl 24, Lot 2	55
25-25-16-0060-02400-0030	Parcel 211, Bl 24, Lot 3	55
25-25-18-0080-02400-0040	Parcel 211, Bl 24, Lot 4	55°
25-25-18-0080-02400-0050	Parcel 211, Bl 24, Lot 5	551
25-25-18-0080-02400-0060	Parcel 211, Bl 24, Lot 6	55
25-25-18-0080-02400-0070	Purcel 211, Bl 24, Lot 7	559
25-25-18-0080-02400-0080	Parcel 211, Bl 24, Lot 8	55
25-25-18-0080-02400-0090	Parcel 211, Bl 24, Lot 9	55°
25-25-18-0080-02400-0100	Percel 211, Bl 24, Lot 10	55
25-25-18-0080-02400-0110	Parcel 211, Bl 24, Lot 11	55'
25-25-18-0080-02400-0150	Parcel 211, Bl 24, Lot 15	55'
25-25-18-0080-02400-0160	Parcel 211, Bl 24, Lot 16	551
25-25-18-0980-02400-0170	Percel 21), Bl 24, Lot 17	55'
25-25-18-0080-02400-0180	Percel 211, Bi 24, Lot 18	55 <sup>t</sup>
25-25-18-0080-02400-0190	Percei 211, Bl 24, Lot 19	55"
25-25-18-0080-02400-0200	Parcel 211, Bl 24, Lot 20	55"
25-25-18-0080-02400-0210	Parcel 211, BI 24, Lot 21	55"
25-25-18-0060-02400-0230	Percel 211, Bl 24, Lot 23	551
25-25-18-0080-02400-0240	Parcel 211, Bl 24, Lot 24	55*
25-25-18-0080-02400-0250	Farvel 211, BI 24, Lot 25	551
25-25-16-0080 <b>-29A00-0</b> 020	Parcol 211, Bl 29A, Lot 2	55'

# Optioned Land

25-25-18-0080-01500-0060	Parcel 211, B1 15, Lot 6	55
25-25-18-0080-01500-0070	Parcel 21 I, Bl 15, Lot 7	55'
25-25-18-0080-01500-0080	Parcel 211, Bl 15, Lot 8	55"
25-25-18-0080-01500-0090	Parcel 211, Bl 15, Lot 9	55'
25-25-18-0080-29A00-0030	Parcel 211, Bi 29A, Lot 3	55
25-25-18-0080-29A00-0040	Parcel 211, Bl 29A, Lot 4	55
25-25-18-0080-29A00-0080	Parcel 211, Bl 29A, Lot 8	551
25-25-16-6080-29A00-0090	Parcol 211, BI 29A, Lot 9	55°
25-25-18-0080-29A00-0100	Parcel 211, BI 29A, Lot 10	55
25-25-16-0080-29A00-0140	Parcel 211, Bl 29A, Lot 14	55
25-25-18-0080-29A00-0150	Parcel 211, BI 29A, Lot 15	551
25-25-18-6080-29A00-0190	Parcel 211, Bi 29A, Lot 19	55
25-25-18-0080-29A00-0210	Parcol 211, Bl 29A, Lot 21	5,9
25-25-18-0030-29800-0010	Parcel 251, Bt 29B, Lot 1	55'
25-25-18-0030-29800-0020	Percel 211, BL 29B, Lot 2	55'
25-25-18-0030-29E00-6030	Percel 211, Bl 29B, Lot 3	55'
25-25-18-0030-29800-0040	Parcel 211, Bl 298, Lot 4	55
25-25-18-0030-291300-0050	Parcel 211, Bl 29B, Lot 5	55 <sup>t</sup>
25-25-18-0030-29B00-0060	Percel 211, B129B, Lot 6	55
25-25-18-0030-29B00-0070	Percel 211, B1 29B, Lot 7	55
25-25-18-0030-29B00-0080	Percel 211, Bl 29B, Lot 8	55
25-25-18-0030-29800-0090	Parcel 211, Bl 29B, Lot 9	55
25-25-18-0030-291800-0100	Parcel 211, Bl 29B, Lot 10	55'
25-25-18-0630-29800-0110	Parcel 211, BJ 29B, Lot 11	55°
25-25-18-0080-03000-0010	Parcel 211, Bl 30, Lot 1	55'
25-25-18-0080-03000-0020	Parcel 211, Bl 30, Lot 2	55'
25-25-18-0080-03000-0030	Parcel 211, Bl 30, Lot 3	55
25-25-18-0080-03000-0070	Parcel 211, Bl 30, Lot 7	55'
25-25-18-0080-03000-0080	Parcol 211, B130, Lor 8	551
25-25-18-0080-03000-0110	Parcel 211, B130, Lot 11	55'
25-25-18-0080-03000-0170	Parcel 211, Bl 30, Lot 17	551
25-25-18-0080-03000-0180	Percel 211, Bl 30, Lot 18	55'
25-25-18-0080-03000-0190	Parcel 211, Bl 36, Lot 19	551
25-25-18-0080-03000-0200	Parcel 21 I, B1 30, Lot 20	55'
25-25-18-0080-03000-0240	Parcel 211, Bl 30, Lot 24	55'
25-25-18-0080-03000-0250	Parcel 211, Bl 30, Lot 25	55'
25-25-18-0080-03000-0260	Percel 211, Bl 30, Lot 25	551
25-25-18-0080-03200-0090	Parcel 211, B132, Lot 9	55'
25-25-18-0080-03200-0100	Percel 211, Bl 32, Lot 10	55'
25-25-18-0080-03200-0110	Parcel 211, Bl 32, Lot 11	551

# OR BK 8792 PG 3483

25-25-18-0080-03200-0120	Parcel 211, Bl 32, Lot 12	55'
25-25-18-0080-03200-0160	Parcel 211, Bl 32, Lot 16	55*
25-25-18-0080-03200-0170	Parcel 211, Bl 32, Lot 17	551