

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1200 BRICKELL AVENUE, PH 2000
MIAMI, FLORIDA 33131

FIRST AMENDMENT TO DECLARATION FOR CHARLESTON COMMONS

THIS FIRST AMENDMENT TO DECLARATION FOR CHARLESTON COMMONS (this "**First Amendment**") is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), and joined in by Charleston Commons Community Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Charleston Commons on November 24, 2014 in Official Records Book 27178, at Page 1031 of the Public Records of Palm Beach County, Florida (the "**Declaration**") respecting the community known as Charleston Commons.

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. Pursuant to Section 5.1 of the Declaration, prior to and including the Turnover Date, additional lands may be made part of Charleston Commons by Developer, at Developer's sole discretion, by recording an amendment to the Declaration in the Public Records.

D. The Turnover Date has not yet occurred.

E. Developer wishes to modify the Declaration and make additional lands part of Charleston Commons, as further set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Charleston Commons 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, except that the following defined terms are either modified or added to the Declaration as follows:

"Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes have private garages.

“Villa” shall mean each Home within Charleston Commons that is part of a Villa Building.

“Villa Building” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes do not have private garages.

4. Party Walls, General Rule. Section 10.1 of the Declaration is hereby amended as follows:

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding Party Walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Charleston Commons, which are built by Developer as part of the original construction of the Townhomes and Villas and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Townhome or Villa, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

5. Party Walls; General Costs. Section 10.2.1 of the Declaration, is hereby modified as follows:

10.2.1 Generally. The cost of reasonable repair and/or maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes or Villas, sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. The repair and/or replacement of Party Walls must be to original construction.

6. Party Walls; Alterations. Section 10.2.3 of the Declaration is hereby modified as follows:

10.2.3 Alterations. The Owner of a Townhome or Villa sharing a Party Wall with an adjoining Townhome or Villa shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall.

7. Party Walls; Easements. Section 10.2.5 of the Declaration is hereby modified as follows:

10.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligation contained herein over the Townhomes or Villas, as applicable, sharing the Party Wall.

8. Party Roofs; General Rule. Section 11.1 of the Declaration is hereby modified as follows:

11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Charleston Commons, which are built by Developer as part of the original construction of the Townhomes and Villas and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Townhome or Villa, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

9. Party Roofs; General Costs. Section 11.2.1 of the Declaration is hereby modified as follows:

11.2.1 Generally. Association shall repair, maintain and/or replace the Party Roofs of Townhome Buildings and Villa Buildings within Charleston Commons, at such time as the Board deems any such repairs, maintenance and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Party Roof is maintained, repaired and/or replaced in accordance with this Section. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes or Villas sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

10. Party Roofs; Alterations. Section 11.2.3 of the Declaration is hereby modified as follows:

11.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome or Villa sharing a Party Roof with an adjoining Townhome or Villa shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

11. Party Roofs; Easements. Section 11.2.4 of the Declaration is hereby modified as follows:

11.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and Villas sharing the Party Roof.

12. Paint. Section 12.4 of the Declaration is hereby modified as follows:

12.4 Painting. Association shall be responsible for repainting the exterior of each Townhome and Villa within Charleston Commons, at such time as Association deems such repainting necessary in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Townhome or Villa is repainted in accordance with this Section.

13. Parking. Section 14.2.1 of the Declaration is hereby modified as follows:

14.2.1 Parking. The driveways serving Villas within Charleston Commons comprise a portion of each Lot, and each Villa Owner (and such Owner's guests and invitees) shall have unfettered access over such driveways for ingress and egress to their respective Villas. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Charleston Commons or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Charleston Commons except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Charleston Commons. Owners may not park in guest parking spaces located on the Common Areas.

14. Garbage. Section 14.15 of the Declaration is hereby modified as follows:

14.15 Garbage. Trash collection and disposal procedures established by Association shall be observed. If Association ever provides for garbage pick-up, the cost of the same shall be part of the Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by

the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Lots so that they are not visible from outside the Lot on the day of pickup. Without limiting the foregoing, it is anticipated, but not guaranteed, that the Owners of Villas will be obligated to dispose of garbage in a common dumpster or dumpsters, and that the applicable collection agency may pick up trash from such dumpster(s), rather than from each Lot. Owners of Townhomes shall not be permitted to use any dumpsters used by Owners of Villas.

15. Insurance. The following language is hereby added to the Declaration as Section 17.2.7:

17.2.7 Townhome and Villa Buildings. Homes are separated by Party Walls but form part of a Townhome Building or Villa Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building or Villa Building must have the written agreement of all of the Owners of Homes within such Townhome Building or Villa Building, as applicable, before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building or Villa Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building or Villa Building, as applicable, and all Owners of damaged or destroyed Homes within such Townhome Building or Villa Building shall perform Required Repair with respect to such Homes.

16. Individual Assessments. The first sentence of Section 19.2.5 of the Declaration is hereby modified as follows:

19.2.5 Assessments for which one or more Owners (but less than all Owners) within Charleston Commons is subject ("**Individual Assessments**") such as costs of special services provided to a Lot, Home or Owner (*i.e.*, painting and/or pressure cleaning treatments of Townhomes or Villas) or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home/Lot.

17. Allocation of Operating Costs. Section 19.4.2 of the Declaration is hereby modified as follows:

19.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in Charleston Commons conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Lots owned by Owners other than Developer. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Villas will be required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings, Villas, and/or Villa Buildings.

18. Allocation of Assessments. Section 19.5 of the Declaration is hereby modified as follows:

19.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Villas will be

required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings, Villas, and Villa Buildings, respectively.

19. Annexation. The lands more particularly described on Exhibit A attached hereto are hereby annexed into Charleston Commons and shall be subject to the covenants, conditions and restrictions contained in the Declaration.

20. 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 20th day of July, 2015.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Teresa Baluja

By: [Signature]

Print Name: Rosa Krause

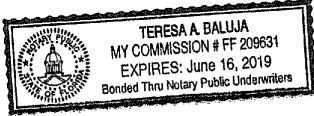
Name: Grey McHenry
Title: VP

STATE OF FLORIDA)
 SS.:
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of July, 2015, by Grey McHenry as VP of LENNAR HOMES, LLC, a Florida limited liability company who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

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



JOINDER

CHARLESTON COMMONS HOMEOWNERS ASSOCIATION, INC.

CHARLESTON COMMONS HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the First Amendment to Declaration for Charleston Commons (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 2 day of July 2015.

WITNESSES:

King Kraus
Print Name: King Kraus
Greg Myerson
Print Name: Greg Myerson

CHARLESTON COMMONS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: Teresa Baluja
Title: President

[SEAL]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of July, 2015 by Teresa Baluja, as President of CHARLESTON COMMONS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Alma Briceno
NOTARY PUBLIC, State of Florida at Large
Print Name: Alma Briceno

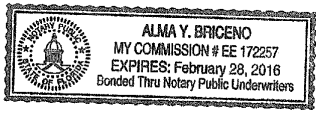


Exhibit A

TRACT 34, OF PLAT OF SUBDIVISION OF SECTION 11, TOWNSHIP 43
SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA,
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20,
PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA.

This is not a certified copy