

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

*Rulon D. Munns, Esquire*  
*Bogin, Munns & Munns, P.A.*  
*P.O. Box 2807*  
*Orlando, Florida 32802-2807*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE PLYMOUTH CREEK ESTATES SUBDIVISION**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLYMOUTH CREEK ESTATES SUBDIVISION ("First Amendment") is made this 30th day of September, 2014, by PLYMOUTH MB, LLC, a Florida limited liability company, hereafter (the "Developer").

**R E C I T A L S:**

**WHEREAS**, Developer has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions of Plymouth Creek Estates Subdivision, dated August 23, 2007 , and recorded at Official Records Book 3502, Page 1302 ("Declaration") in the Public Records of Lake County, Florida ("Declaration.")

**WHEREAS**, pursuant to Article VI, Section 4, of the Declaration, prior to turnover of the Association from the Developer to the owners, the Declaration may be amended by the Developer, without the joinder of any other person; and

**WHEREAS**, at this time the Association has not yet been turned over by the Developer, and the Developer desires to amend the Declaration as set forth below.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declaration is hereby amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Definitions.** The definitions set forth in the Declaration are hereby incorporated herein by reference and restated as if fully set forth herein.

3. **Amendments.**

A. Article V, Use of Lots and Common Elements, Section 1 is hereby amended and modified to provide as follows:

"1. Each and every lot shall be used exclusively for single family residential purposes. No residential dwelling shall be constructed in excess of two (2) stories in height, nor shall a residential dwelling be erected where the principal portion of the structure is designed as a flat roof. Each residence or dwelling must have a floor living area of not less than two thousand (2,000) square feet under HVAC excluding porches, garages or other appurtenances.

B. Article V, Use of Lots and Common Elements, Section, 8 is hereby amended and modified to provide as follows:

8. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on, or adjacent to any Lot or Common Area for a period in excess of forty-eight (48) hours. This provision shall not apply to any vehicle kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, on or adjacent to any Lot or Common Area. Recreational vehicles such as trailers, campers or boats on trailers or motor homes, shall be parked behind the front building lines of the lot out of view of the road or within an enclosed structure. No motor vehicle other than a passenger automobile may be parked at the front or side of any dwelling excepting pick-up trucks and vans not larger than one ton payload or during pick-ups, deliveries or construction.

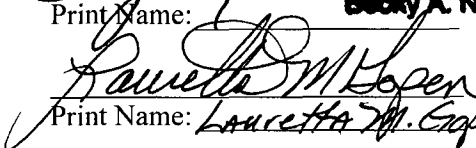
C. Article V, Use of Lots and Common Elements, Section, 22 is hereby amended and modified to provide as follows:

22. No owner shall park commercial equipment or park a commercial vehicle on the roadway or on a lot unless they are kept within an enclosed garage or otherwise concealed in such a way that the equipment or vehicle cannot be seen from the street excepting pick-up trucks or vans not larger than one ton payloads.

**IN WITNESS WHEREOF**, the Developer has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Plymouth Creek Estates Subdivision this 30th day of September, 2014.


*Signed, sealed and delivered in the presence of:*

  
Print Name: Becky A. Neumann

  
Print Name: Lauretta M. Egan

**DEVELOPER:**

**PLYMOUTH MB, LLC, a Florida limited liability company**

By:   
**Rulon Munns**  
Manager

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 30th day of September 2014, by Rulon D. Munns, as manager of Plymouth MB, LLC, a Florida limited liability company, who is personally known to me or who produced \_\_\_\_\_ as identification.

  
**NOTARY PUBLIC**

Print Name:

My Commission Expires:

Commission #:

