

PREPARED BY AND RETURN TO:

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FIRST AMENDMENT TO DECLARATION FOR BENT CREEK

THIS FIRST AMENDMENT TO DECLARATION FOR BENT CREEK (this "**First Amendment**") is made by Lennar Homes, Inc. a Florida corporation, ("**Lennar**") and joined in by Bent Creek Master Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

- A. That certain Declaration for Bent Creek was recorded in Official Records Book 2645, Page 1248, of the Public Records of St. Lucie County, Florida (the "**Original Declaration**") respecting the residential community known as Bent Creek ("**Bent Creek**").
- B. Section 4.3 of the Original Declaration provides that, prior to the Turnover Date (as defined in the Original Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.
- C. Developer desires to amend the Original Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Bent Creek 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 Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Original 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 Original Declaration, except that the defined terms are hereby modified as follows:
- "Declaration"** shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.
4. **Fences and Walls**. Section 13.16 of the Original Declaration shall hereby be deleted in its entirety and replaced with the following:

13.16 **Fences and Walls**. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas with prior written ACC approval. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior written approval of the ACC. Screening shall be charcoal in color. Fences shall be constructed utilizing white aluminum rail for those Lots adjacent to lakes or waterbodies and white aluminum rail or PVC for all other Lots.

JOINDER

BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC.

BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to the Declaration for Bent Creek (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 acknowledges 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 7 day of November 2006.

WITNESSES:

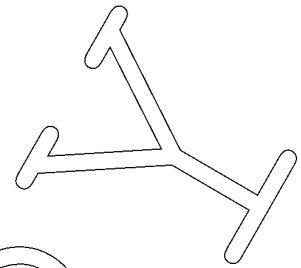
BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Print Name: Liza Rutledge Butler

[Signature]
Print Name: Kynthe Edwards

By: [Signature] Sharon Caputo
Name: Sharon Caputo
Title: President

SEAL



STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.:

The foregoing instrument was acknowledged before me this 7 day of NOVEMBER 2006 by SHARON CAPUTO, as PRESIDENT of BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced as identification, on behalf of the corporation.

My commission expires:

[Signature] Lora L Knight
NOTARY PUBLIC
State of Florida at Large

Print Name LORA L KNIGHT



All enclosures of balconies or patios including, without limitation, addition of vinyl windows, shall be approved by the ACC and all decks shall require the prior written approved of the ACC. In the event a fence is installed (with prior written ACC approval being obtained) within a drainage easement area, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 13.12 hereof.

5. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of this 7 day of November, 2006.

WITNESSES:

LENNAR HOMES, INC.,
a Florida corporation

Sharon Caputo
Print Name: Sharon Caputo

By: [Signature]
Name: David M. Baselice
Title: Vice President

Liza Rutledge Butler
Print Name: Liza Rutledge Butler

{SEAL}

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.:

The foregoing was acknowledged before me this 7 day of NOVEMBER, 2006 by DAVID M. BASELICE as VICE-PRESIDENT of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC
State of Florida at Large
Print name: LORA L KNIGHT

