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JED PITTMAN, PASCO COUNTY CLERK  
07/23/04 05:06pm 1 of 6  
OR BK 5956 PG 1579

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE HEATHERS AT LAKE JOVITA**

WHEREAS, Whitehall Quality Homes, Inc., a Florida corporation ("Declarant"), joined by Lake Jovita Joint Venture, a Florida general partnership ("Land Owner"), recorded that certain Declaration of Covenants, Conditions and Restrictions of the Heathers at Lake Jovita in Official Records Book 4507, Page 1448, *et seq.*, of the Public Records of Pasco County, Florida ("Declaration"); and

WHEREAS, the Developer reserved the right to amend the Declaration if the amendment was deemed beneficial, for so long as the rights of lot owners are not materially and adversely affected; and

WHEREAS, the lot owners have indicated that they do not want the expense and liability exposure involved in maintaining the swimming pool and cabana that were projected to be part of the Common Area.

NOW, THEREFORE, Developer does hereby amend the Declaration as follows:

1. Article I is hereby amended to amend the definition of Common Areas and to add certain other definitions as set forth below:

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

2. "Common Area" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or specifically set aside by Developer for the common use and enjoyment of all owners.

9. "The Heathers at Lake Jovita, a subdivision" or "Property" shall mean and refer to certain Lots and Common Area within Lake Jovita, more particularly described in Article II hereof, and those additional lands, if any, which may be hereafter submitted to the terms and conditions hereof, as the same may be amended from time to time.

10. "Builder" shall mean Developer, Grant Homes, Inc., and any other home builder authorized by the Land Owner to be a builder in the Heathers at Lake Jovita.

11. "Master Association" shall mean the Lake Jovita Homeowners Association, Inc., a not-for-profit Florida corporation, and its successors and assigns.

12. "Land Owner" shall mean Lake Jovita Joint Venture, a Florida general partnership, and its successors and assigns.

2. Article II is hereby deleted and replaced in its entirety with the following:

## **II. PROPERTY SUBJECT TO THIS DECLARATION**

The real property owned by Declarant and Land Owner which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration, is Lots 363 – 422, inclusive, and Tracts L-1 and L-2, per plat of Lake Jovita Golf and Country Club Phase Two-A, as recorded in Plat Book 39, Pages 113 through 119, inclusive, Public Records of Pasco County, Florida, as well as additional lands that may hereafter be submitted to the terms and provisions hereof, as the same may be amended from time to time.

3. Article VI is hereby deleted and replaced in its entirety with the following:

## **VI. THE COMMON AREA**

The Common Area shall be deemed to include all real and personal property (or interests therein) which the Developer may hereafter convey or transfer to the Association, or specifically set aside for the common use and enjoyment of all residential owners in The Heathers at Lake Jovita. Solely by way of illustration and not by way of limitation, the Common Area shall include: pedestrian sidewalks and walkways; common open space; and any utility or amenity areas or easements set aside for the benefit of all residential owners and tenants.

4. Article XI(1)(c) is hereby deleted and replaced in its entirety with the following:

c. To pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of Common Areas in The Heathers at Lake Jovita, including, without limitation, expenditures for lighting, landscaping, horticultural improvements, irrigation, and recreational facilities, and those portions of Lots designated for maintenance by the Association under this Declaration.

5. Article XV is hereby deleted and replaced in its entirety with the following:

## **XV. MASTER COVENANTS**

The Subdivision is part of the land being developed and known as Lake Jovita Golf and Country Club, Phase Two-A, and is subject to the Declaration of Covenants, Conditions and Restrictions for Lake Jovita Golf and Country Club, Phase Two-A as recorded on October 13, 2000, in Official Records Book 4462, Page 1182, *et seq.*, Public Records of Pasco County, Florida, as amended from time to time ("Master Declaration"). Every Lot Owner shall be

subject to the terms, conditions, restrictions, covenants and provisions of the Master Declaration and the Master Association and shall be a mandatory member of the Lake Jovita Homeowners Association, Inc. ("Master Association") which will operate, maintain, improve and manage the Common Areas of Lake Jovita Golf and Country Club, Phase Two-A, and otherwise perform those duties and responsibilities set forth under the Master Declaration, and its Articles of Incorporation as recorded in Official Records Book 4174, Page 255, *et seq.*, Public Records of Pasco County, Florida, as each may be amended from time to time. The Master Association shall be entitled to enforce its Articles of Incorporation, Bylaws, Declaration and Rules and Regulations (the "Master Association Documents") against each member of the Heathers Association. The Master Association and the Land Owner shall have the right to amend the Master Association Documents from time to time. In the event of a conflict between a provision of the Heathers Association documents and a provision of the Master Association Documents, the provision of the Master Association Documents shall govern.

5. A new Article XVII is hereby added to the Declaration which shall read as follows:

#### **XVII. LAKE JOVITA JOINT VENTURE**

1. **Approval of Joint Venture** Because the Heathers of Lake Jovita is part of the land that is being developed as Lake Jovita by the Land Owner, it is imperative that the exercise of rights by the Developer, Association and the Lot owners be subject to the approval and consent of the Land Owner and/or the Master Association, as the case may be.

Accordingly, the Developer, the Association and the Lot Owner shall not undertake any of the following actions without the prior written approval of the Land Owner for so long as Land Owner owns any lot in the Lake Jovita project, and after such time, without the prior written approval of the Master Association:

- a. Submission of Lands under Article IV;
- b. Withdrawal of Property under Article V;
- c. Changes in Common Areas under Article VI;
- d. The exercise of any rights by the Developer under Article VIII (e), (f), (g), (h), (i), or the exercise of any other right that would have an adverse effect on the Lake Jovita project as a whole;
- e. Any modification or alterations by any Lot Owner under Article X, Section 6 or 8;
- f. The adoption of any Rules and Regulations by the Developer or the Association under Article XII, Section I;
- g. The approval of all architectural plans and any other matters under Article XIII (Architectural Control). In connection therewith, the Land Owner shall be

reimbursed a reasonable fee to compensate it for reviewing and approving such plans and other matters;

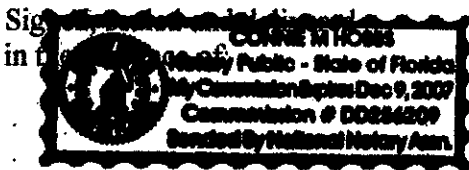
- h. Any amendment of the Declaration under Article XVI, Section 3, thereof or otherwise, and any amendment of the Articles of Incorporation or Bylaws of the Heathers at Lake Jovita Homeowners Association, a Florida not-for-profit corporation; or
- i. Any assignment by Developer under the Declaration.

2. **Enforcement** The Land Owner and/or the Master Association shall have the right, but not the obligation, to enforce the provisions of this Declaration and the Articles of Incorporation, Bylaws and any Rule and Regulation of the Heathers at Lake Jovita (collectively, "the Heather Association Documents") against any and all parties, including, without limitation, the Developer, the Association, any Builder and any Lot Owner, and the person or entity violating any of the Heather Association Documents shall indemnify and hold the enforcing party harmless from and against any and all costs and expenses, including reasonable attorney fees incurred in enforcing any provision of any such Documents.

3. **Consent of Existing Lot Owner** By executing the Amendment, Developer represents and warrants that (a) each existing Lot Owner has consented to and agrees with the changes in the Common Area set forth in the Amendment and that there is no litigation or threat of litigation with any Lot Owner regarding the same and (b) control of the Association has not been transferred to the Lot Owners and such Lot Owners are not entitled to have control of the Association transferred to them.

4. **Easements** All easements and/or rights of access reserved for the benefit of Developer or the Association in the Declaration shall also run to and be for the benefit of Land Owner, the Master Association and any Builder in the Heathers.

IN WITNESS WHEREOF, the parties have executed this agreement with effect as of July 21, 2004.



Signature: Connie M. Hobbs  
Print Name: Connie M. Hobbs

Signature: Ronnie A. Deest  
Print Name: Ronnie A. Deest

WITNESSES

LAKE JOVITA JOINT VENTURE, a Florida general partnership,  
  
By: Lake Jovita Associates, Inc., a Florida corporation, a General Partner  
  
Signature: Billy E. Brown  
By: Billy E. Brown  
Its: Executive Vice President

AND BY ITS OTHER GENERAL PARTNER:



LAKE JOVITA ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership

By: Lake Jovita Development I LLC, a Michigan limited liability company, its General Partner

By: Michael J. Hainer  
Its: Co-Manager

Connie M. Hobbs  
Print Name Connie M. Hobbs

Ronie L. Deese  
Print Name Ronie L. Deese  
WITNESSES

WHITEHALL QUALITY HOMES, INC., a Florida corporation

Myra A. Mallar  
Print Name RONALD MUSTARI

Ronald Mustari  
By: Ronald Mustari  
Its: President

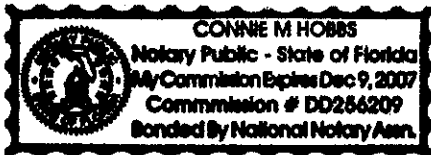
Kathy Dralle  
Print Name Kathy Dralle  
WITNESSES

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 21 day of July, 2004, by Billy E. Brown, as Executive Vice President of Lake Jovita Associates, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Personally Known as identification. If no type of identification is indicated, the above-named person is personally known to me.

My Commission Expiration 12/9/07  
and Commission Number: DD256209

Connie M. Hobbs  
Print Name Connie M. Hobbs  
NOTARY PUBLIC - STATE OF FLORIDA



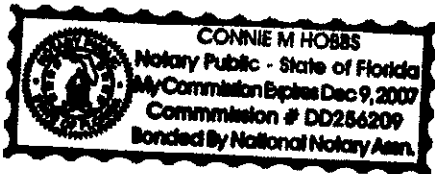
STATE OF FLORIDA  
COUNTY OF PASCO

OR BK 5956 PG 1584  
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The foregoing instrument was acknowledged before me this 21 day of July, 2004, by a manager and authorized representative of Lake Jovita Development, LLC, Michael J. Hainer, on behalf of such limited liability company. He is personally known to me or has produced Personally Known as identification. If no type of identification is indicated, the above-named person is personally known to me.

My Commission Expiration 12/9/07  
and Commission Number: DD256209

Connie M. Hobbs  
Print Name Connie M. Hobbs  
NOTARY PUBLIC - STATE OF FLORIDA



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2004, by Ronald Mustari, as President of Whitehall Quality Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

My Commission Expiration  
and Commission Number: 11-17-06  
DD157554

Myra A. Mallar  
Print Name MYRA A. MALLAR  
NOTARY PUBLIC - STATE OF FLORIDA

