

Recording: \$61.00  
Prepared by and return to:  
Nicole F. Christie, Esq.  
Williams Parker Harrison Dietz & Getzen  
50 Central Avenue, Eighth Floor  
Sarasota, Florida 34236

**FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MAGNOLIA BAY**

THIS AMENDMENT is made effective this 12 day of March 2024 by MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("Declarant") and AG EHC II (MTH) MULTISTATE 1, LLC, a Delaware limited liability company ("Owner").

**RECITALS:**

A. Declarant previously recorded a Declaration of Covenants, Conditions and Restrictions for Magnolia Bay in the Official Records as Instrument #2022168897, Public Records of Sarasota County, Florida (the "Declaration").

B. Section 2.2 of the Declaration reserves unto Declarant the right to amend the Declaration to bring in additional property under the provisions of the Declaration, so long as the Class B membership exists, and the owner of the additional property executes such amendment.

C. Owner is the owner of that certain real property described in Exhibit "A" attached hereto (the "Phase 2 Property").

D. Declarant desires to amend the Declaration with respect to certain matters as set forth herein.

**NOW, THEREFORE**, pursuant to the rights of Declarant reserved in Section 2.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. The Phase 2 Property is hereby made subject to the provisions of the Declaration. The Phase 2 Property is hereby added to the Property.

2. Section 1.43 is added to the Declaration to read as follows:

Section 1.43 "Phase 2 North Plat" means the plat of MAGNOLIA BAY NORTH PHASE 2, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Sarasota County, Florida.

3. Section 1.44 is added to the Declaration to read as follows:

Section 1.44 "Phase 2 South Plat" means the plat of MAGNOLIA BAY SOUTH PHASE 2, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Sarasota County, Florida.

4. Section 1.12 of the Declaration is amended to read as follows: "**Common Area**" means all real property and real property interests (including, but not limited to, easement rights and interests of the Association and/or for the benefit of the Members) owned by the Association, including, but not limited to Tracts 200, 201, 202, 300, 301, and 302 as shown on the North Plat; Tracts 200, 201, 202, 300, 301, 302, and 600 as shown on the South Plat; Tract 201 as shown on the Phase 2 North Plat; and Tracts 200, 201, 202, and 203, as shown on the Phase 2 South Plat, but such definition shall not preclude the Association from operating, maintaining, or repairing any other real property for the benefit of the members of the Association (such as, but not limited to, landscaping in public rights-of-way) or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members. The Common Area shall not include any portion of the District Property (as defined in Section 4.1(E)), and/or any personal property that is owned by the District (as defined in Section 4.1(A)).

5. Section 1.28 of the Declaration is amended to read as follows: "**Plat**" means any recorded subdivision plat of any portion of the Property and all amendments thereto, including but not limited to the North Plat, South Plat, Phase 2 North Plat, and Phase 2 South Plat.

6. Section 1.38 of the Declaration is amended to read as follows: "**Surface Water Management System**" or "**Stormwater Management System**" shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E and 62, Florida Administrative Code, as applicable, and any successor thereto, specifically including, but not limited to, Tracts 400, 401, 402, 403, and 404 as shown on the North Plat; Tracts 400, 401, 402, 403, 404, and 405 as shown on the South Plat; Tracts 200, 300, 301, 302, 400, and 401 as shown on the Phase 2 North Plat; and Tracts 300, 301, 302, 303, 400, 401, and 402 as shown on the Phase 2 South Plat and all drainage easements as shown on the Plat.

7. The second sentence of Section 4.1(E)(i) of the Declaration is amended to read as follows: "The District Property may specifically include, among other improvements and/or property conveyed to the District: (a) Tracts 100, 400, 401, 402, 403, and 404 as shown on the North Plat, (b) Tracts 100, 400, 401, 402, 403, 404, 405, 500, and 600 as shown on the South Plat, (c) Tracts 100, 101, 200, 300, 301, 302, 400, and 401 as shown on the Phase 2 North Plat, (d) Tracts 100, 300, 301, 302, 303, 400, 401, and 402 as shown on the Phase 2 South Plat, (e) all improvements to such

Tracts, other than equipment lines, and facilities owned by utilities; components of the Central Irrigation System and the Water and Sewer System Facilities; and other Improvements owned by Declarant, the Association or third parties that are located within such Tracts pursuant to easement rights; (f) the Surface Water Management System, and (g) the Streets as shown on the Plat.”

8. The first sentence of Section 4.1(G) of the Declaration is amended to read as follows: “Declarant or the District will cause to be constructed the paved roadway within Tract 100 as shown on the North Plat; Tract 100 as shown on the South Plat; Tracts 100 and 101 as shown on the Phase 2 North Plat; and Tract 100 as shown on the Phase 2 South Plat to provide access for Declarant, the District, the Association, and the Owners to the Lots an other property within the Community.

9. Declarant will cause a lift station and related facilities (the “Lift Station”) to be constructed within Tract 600 as shown on the Phase 2 South Plat. Upon completion of the Lift Station, and acceptance by the City, Declarant will turn over to the City ownership of the Lift Station and fee simple title to Tract 600 within the Phase 2 South Plat will be conveyed to the City, at which time the Lift Station and Tract 600 within the Phase 2 South Plat will be owned, operated, and maintained by the City.

10. As reflected on the Phase 2 South Plat, Tract 101 is an additional right of way. Declarant, in Declarant’s sole discretion, will construct certain improvements within Tract 101 within the Phase 2 South Plat. Upon completion of such improvements and acceptance by the County, fee simple title to Tract 101 within the Phase 2 South Plat will be conveyed to the County.

*[Signature page follows]*

IN WITNESS WHEREOF, Declarant has caused this Amendment as of the day and year first above written.

Signed, sealed and delivered  
in the presence of

MERITAGE HOMES OF FLORIDA, INC., a  
Florida corporation

WITNESSES:

[Signature]  
Name: Garth Noble

By: [Signature]  
Name: Steve Harding  
Title: Division President

[Signature]  
Name: Sohn Kakridas

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by way of  physical presence or  online notarization this 12<sup>th</sup> day of March, 2024 by Steve Harding, as Division President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation, and who is  personally known to me or  has produced a \_\_\_\_\_ driver's license as identification.

(NOTARY SEAL)



[Signature]  
Notary Signature

Katrina De Jesus

Printed Notary Signature

IN WITNESS WHEREOF, Owner has caused this Amendment as of the day and year first above written.

Signed, sealed and delivered  
in the presence of

AG EHC II (MTH) MULTISTATE 1, LLC, a  
Delaware limited liability company

WITNESSES:

By: Essential Housing Asset Management,  
LLC, an Arizona limited liability company, as  
its Authorized Agent

*Jeannette Lakavage*  
Name: Jeannette Lakavage

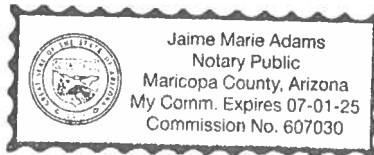
By: *Steven S. Benson*  
Name: Steven S. Benson  
Title: Manager

*Wendy Strockel*  
Name: Wendy Strockel

STATE OF Arizona  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by way of  physical presence or  online notarization this 13 day of March, 2024 by Steven S. Benson as Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, as Authorized Agent of AG EHC II (MTH) MULTISTATE 1, LLC, a Delaware limited liability company, on behalf of the companies, and who is  personally known to me or  has produced a \_\_\_\_\_ driver's license as identification.

(NOTARY SEAL)



*Jaime Marie Adams*  
Notary Signature

Jaime Marie Adams  
Printed Notary Signature

CONSENT OF DISTRICT

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (the "District"), hereby consents to the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions for Magnolia Bay and agrees to the provisions thereof and the obligations imposed upon the District therein.

In witness whereof, the District has caused this Consent to be executed in its name by its duly authorized officer this 12 day of March 2024

WITNESSES:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT,

Signature of Witness: John Kukrida

By: Garth Noble
Printed Name: Garth Noble
As its: Chairman

Print Name of Witness: Robert E. Roessel

Signature of Witness: Robert E. Roessel

Print Name of Witness

STATE OF Florida
COUNTY OF Hillsborough

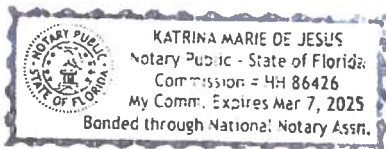
The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 12th day of March, 2024 by Garth Noble, as Chairman of RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida, on behalf of the District. The above-named person 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.

Signature of Notary Public: Katrina De Jesus

(Notary Seal)

Katrina De Jesus

Print Name of Notary Public



I am a Notary Public of the State of Florida and my commission expires on March 7, 2025

**EXHIBIT "A"**

All of the property described in the plat of MAGNOLIA BAY NORTH PHASE 2, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Sarasota County, Florida.

All of the property described in the plat of MAGNOLIA BAY SOUTH PHASE 2, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Sarasota County, Florida.