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Rec Fee: \$52.50  
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Orange County, FL  
MB - Ret To: MERITAGE HOMES OF FLORIDA



**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LESTER RIDGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LESTER RIDGE (this "First Amendment") is made this 1<sup>st</sup> day of AUGUST 2013 by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Declarant"), whose address is 5337 Millenia Lakes Boulevard, Suite 160, Orlando, Florida 32839.

WITNESSETH:

WHEREAS, Declarant is the "Declarant" named and defined in that certain Declaration of Covenants, Conditions and Restrictions for Lester Ridge recorded June 13, 2013 in Official Records Book 10585, Page 0321, of the Public Records of Orange County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration, Declarant is entitled to amend the Declaration without the joinder or consent of any other party if such amendment is desirable in the sole discretion of Declarant; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein; and

NOW, THEREFORE, the Declaration is hereby amended and modified as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless the context otherwise requires, any capitalized term not defined but used herein shall have the meaning ascribed to such word or words in the Declaration.

2. Article VII. The Declaration is hereby amended by deleting the language [INTENTIONALLY OMITTED] and inserting the following as Article VII thereof:

**“ARTICLE VII  
PARTY WALLS**

Section 7.1. **General Rules of Law to Apply.** Each wall, any part of which is placed on a boundary line between separate Lots or between any Lot and any portion of the Common Area (a “Boundary Wall”), or traverses more than one Lot or a Lot and a portion of the Common Area (a “Traversing Wall”) shall constitute a “Party Wall.” Each Owner’s obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

Section 7.2. **Sharing Repair and Maintenance.** Each Owner shall maintain the portion of the Party Wall situated upon his Lot, including the exterior surface of a Boundary Wall facing his Lot. Except as provided in this Article VII, the cost of reasonable repair of a Boundary Wall be shared equally by adjoining Lot Owners.

Section 7.3. **Damage by One Owner.** If a Party Wall is damaged or destroyed by the act of any Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to any other Owner or the Association and shall indemnify any adjoining Owners and the Association from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner’s Lot:

(i) No Owner shall allow sprinklers to spray or other water sources to deliver water onto the surface of any Boundary Wall, excluding rainfall that falls directly on such Boundary Wall (e.g., an Owner shall not collect rainfall from other portions of the Lot and spray or deposit it on any Boundary Wall);

(ii) No Owner shall allow any tree to grow within six feet (6’) of any Party Wall (with such distance measured from the above-ground part of the tree that is nearest to the wall within five feet (5’) of the ground level of the tree, including any portion of the root system that is not completely covered by soil); and

(iii) No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Party Wall.

Section 7.4. **Other Damage.** If a Party Wall is damaged or destroyed by any cause other than the act of any Owner, his agents, tenants, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the following shall apply:

(i) If the Party Wall is a Boundary Wall, then the adjoining Owners shall rebuild or repair the Boundary Wall to its prior condition, equally sharing the expense;

(ii) If the Party Wall is a Traversing Wall, then the Owner on whose Lot the portion of the Traversing Wall that requires rebuilding or repair is located shall rebuild or repair that portion of the Traversing Wall to its prior condition, at its sole expense; and

(iii) Notwithstanding the foregoing, and irrespective of whether the Party Wall is a Boundary Wall or a Traversing Wall, if the Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, tenants, licensees, guests or family members), then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

Section 7.5. Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Property of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

Section 7.6. Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.7. Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing wall) a Boundary Wall shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld or conditioned.

Section 7.8. Walls Adjacent to Streets or Common Area. A Party Wall that is adjacent to streets or Common Area shall be treated as though it is a Boundary Wall with the street or common area constituting a Lot owned by the Association, except that any portion of such wall consisting of decorative metal-work that was originally on such Boundary Wall (or any replacement thereof) shall be the sole responsibility of the Association (subject to an Owner's liability for repairs that would be such Owner's sole responsibility under Section 7.3 or 7.4). Notwithstanding the foregoing, (a) the provisions in Section 7.3 and 7.4 regarding an Owner's sole liability for repair of damage caused by such Owner's guests or licensees shall not apply to damage resulting from guests or licensees of the Association and such damage shall be considered caused by unrelated third parties and (b) the rule in Section 7.4 regarding damage arising from events occurring on a particular Owner's Lot shall not apply to damage arising from events occurring on streets or Common Areas. Notwithstanding the foregoing, any damage to a Party Wall that is covered by the Association's casualty insurance shall, to the extent of proceeds actually received from such insurance, be paid for by the Association.

Section 7.9. Walls Forming Part of Residence. If a Lot contains a Party Wall that is (i) an exterior wall of a residence (including any garage associated with a residence) and (ii) located on or immediately adjacent to the Lot boundary line, the provisions of this Article shall apply subject to the following:

(A) The Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to one foot, provided, however, that such easement shall only apply to initial construction of the wall and any replacements of the wall that do not encroach further than the original wall.

(B) Any roof improvements (including gutters and similar related improvements) above such Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to four feet (4'), provided, however, that such easement shall only apply to initial construction of the roof improvements and any replacements of the roof improvements that do not encroach further than the original roof improvements.

(C) The Owner of the Lot adjacent to such Party Wall shall not, without the written approval of the Owner of the Lot on which the residence is located, do any of the following:

- (iv) use the wall for recreational purposes (e.g. bouncing balls);
- (v) use the wall as part of an enclosure for pets; or
- (vi) otherwise take any action regarding the wall that a reasonable person would conclude has a substantial likelihood of disturbing the peaceful and undisturbed use of the interior of the residence of which the wall forms a part.

(D) Notwithstanding Section 7.7, no Owner shall be required to obtain permission from the adjoining Lot Owner to rebuild a wall in the same manner as originally constructed.

#### Section 7.10. Construction and Installation of a Party Wall.

(A) Right to Construct. Each Builder hereby agrees and acknowledges that certain portions of each Builder's Lots may share a Party Wall with the Lots of another Builder. Any Builder (the "Constructing Builder") that first commences construction on a portion of the Builder's Lots requiring the construction and installation of a Party Wall (commencement of construction being the commencement of grading) shall be responsible for causing the construction and installation of the Party Wall. The Constructing Builder shall cooperate and coordinate with any adjacent property owner(s) (the "Non-Constructing Builder") in order to avoid any interference with any of the Non-Constructing Builder's construction and installation of improvements upon its Lots. The Constructing Builder shall complete the construction and installation of any Party Wall in a timely manner. If the Constructing Builder fails to timely construct and install the Party Wall in accordance with the terms of this subsection (A), including, but not limited to, receipt of the lien waivers required by subsection (C) below, then the Non-Constructing Builder shall have the right to complete such construction and pay any outstanding costs to release any liens. The Non-Constructing Builder hereby grants to the Constructing Builder a temporary nonexclusive easement over, across, in, under, and through those portions of the Non-Constructing Builder's Lots that are not planned or utilized for the construction of buildings, structures, or other improvements for the purpose of constructing the Party Wall. The easement may not be exercised or used in any fashion that would unreasonably interfere with or impact the Non-Constructing Builder's development of its Lots. The easement

with respect to any Lot shall automatically expire upon the sale of such Lot, together with a Residential Unit thereon, to a Purchaser.

(B) Payments. The cost of any Party Wall shall be divided equally between the Builder(s) sharing the Party Wall. Subject to receipt of the lien releases described in subsection (C) below, within ten (10) days after the Constructing Builder submits an invoice to the Non-Constructing Builder in connection with the cost of the construction and installation of a Party Wall (the "Wall Payment Due Date"), the Non-Constructing Builder shall pay to the Constructing Builder, in cash, by cashier's check or by wire transfer of immediately available funds, the Non-Constructing Builder's share of the cost.

(C) Lien Waivers. The Constructing Builder shall not permit any contractors, subcontractors or material suppliers to file any liens or claims including, but not limited to, stop notices, bonded stop notices, mechanics', materialmen's, professional service, contractors' or subcontractors' liens or claim for damage arising from the services performed by the Constructing Builder and its agents, employees, contractors and subcontractors, against any other Builder's Lots. It shall be a condition precedent to the Constructing Builder receiving payment that all mechanics and materialmen deliver statutory unconditional lien releases for the work constructed to date.

(D) Non-Payment. If a Non-Constructing Builder fails to pay the amounts incurred by the Constructing Builder for the construction and installation of the Party Wall on the Non-Constructing Builder's Lots on or before the Wall Payment Due Date, the amounts unpaid shall bear interest at the rate of eighteen percent (18%) per annum until paid in full, and shall be secured by a lien against the Lots of the Non-Constructing Builder, which lien may be foreclosed in the manner provided for in Florida law for the foreclosure of realty mortgages."

3. Effect of Amendment. Except as specifically modified by this First Amendment, the Declaration remains in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

**MERITAGE HOMES OF FLORIDA, INC.,**  
a Florida corporation

[Signature]  
Signature of Witness  
JANET BOYCE  
Printed Name of Witness

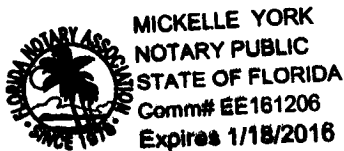
By: [Signature]  
Printed Name: CLINT SZUBINSKI  
Title: DIVISION PRESIDENT

[Signature]  
Signature of Witness  
ANNE FRANKLIN  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of August, 2013, by CLINT SZUBINSKI, as DIVISION PRESIDENT of **MERITAGE HOMES OF FLORIDA, INC.,** a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature  
Mickelle York  
(Name typed, printed or stamped)