



This instrument prepared by and  
after recording return to:  
Robert W. Bowser, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

CFN 2019161107  
Bk 5639 Pgs 1320-1322 (3 Pgs)  
DATE: 12/12/2019 09:52:33 AM  
ARMANDO RAMIREZ, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$27.00

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**FIRST AMENDMENT TO AND  
FIRST SUPPLEMENTAL DECLARATION OF  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS  
FOR  
STOREY CREEK**

**THIS FIRST AMENDMENT TO AND FIRST SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR STOREY CREEK** (this "First Amendment") is made as of this 10  
day of December, 2019 ("Effective Date"), by **LENNAR HOMES, LLC**, a Florida limited  
liability company ("Declarant"), whose post office address is 6750 Forum Drive, Suite 310,  
Orlando, Florida 32821.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants,  
Conditions, Easements and Restrictions for Storey Creek recorded on March 6, 2019, in O.R.  
Book 5487, Page 1097, Public Records of Osceola County, Florida (the "Declaration") (unless  
otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to  
them in the Declaration); and

**WHEREAS**, Article II, Section 2.02 of the Declaration provides that Declarant may  
bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in  
the vicinity of the Property, at any time and from time to time within twenty (20) years after the  
Effective Date of the Declaration, by the recording of a Supplemental Declaration in the Public  
Records of Osceola County, Florida; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant  
wishes to bring within the operation of the Declaration those lands located within the following  
recorded plats:

Storey Creek Phase 2A as recorded in Plat Book 28, Page 149 through 151, inclusive,  
of the Public Records of Osceola County, Florida ("Phase 2A"); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, until such time as Turnover occurs, Declarant has the right to unilaterally amend the Declaration as it deems appropriate; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred.

**NOW, THEREFORE**, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this First Amendment in the Public Records of Osceola County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Additional Property. Effective as of the date on which this First Amendment is recorded in the Public Records of Osceola County, Florida (the "Effective Date"), the Declaration is hereby supplemented to extend the effect and encumbrance of the Declaration to Phase 2A (the "Subject Property"). Commencing as of the Effective Date, the Subject Property shall be held, transferred, sold, conveyed, improved, and occupied subject to the covenants, conditions, restrictions, easements, and liens set forth in the Declaration and in this First Amendment. The annexation of the Subject Property is made pursuant to Article II, Section 2.02 of the Declaration, and also extends the jurisdiction of the Association to the Subject Property.

3. Dwellings. Section 9.21(i) is hereby amended as follows:

"(i) Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is ~~white~~ tan in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link."

4. Effect of this First Amendment. Except as modified by this First Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

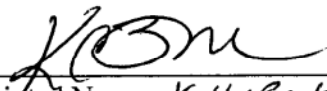
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*SEE NEXT PAGE FOR SIGNATURES*

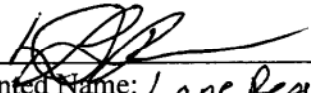
IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

LENNAR HOMES, LLC, a Florida limited liability company

  
Printed Name: Kelly Beckner

By:   
Brock Nicholas, Vice President

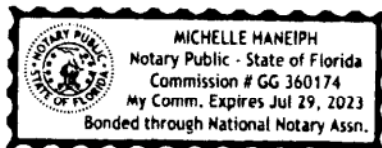
  
Printed Name: Lane Register

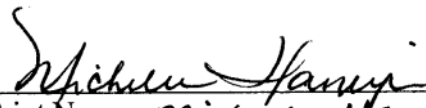
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2019, by Brock Nicholas, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of said company. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced \_\_\_\_\_ driver's license as identification.

(Notary Stamp or Seal)



  
Print Name: Michelle Haneiph  
Notary Public, State of Florida  
My Commission Expires: 7/29/23  
Commission Number: GG360174