

Prepared by and return to:

Jessica Paz Mahoney, Esq.
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2240 Bellaire Road
Suite 210
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Recording cross reference:
O.R. Book 22724, Page 491

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LUCAYA LAKE CLUB**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR LUCAYA LAKE CLUB** (“Amendment”) is made on JULY 18,
2017, by **OK RHODINE ROAD LLC**, a Florida limited liability company (“Developer”) with
reference to the following facts:

WITNESSETH:

WHEREAS, Developer is the “Developer” under that certain Declaration of Covenants,
Conditions, and Restrictions for Lucaya Lake Club, recorded in Official Records Book 22724, Page
491, et seq., of the Public Records of Hillsborough County, Florida (“Declaration”); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, prior to Turnover,
Developer shall have the right to unilaterally amend the Declaration for any purpose, except as
prohibited by applicable law, without the joinder or consent of any other party; and

WHEREAS, as of the date of this Amendment, Turnover has not occurred, and Developer
desires to amend the Declaration, as more specifically set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respect and
declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of
the Declaration, as amended hereby:


1. Start-up Assessments. With respect to any closing of the sale of a Lot within the
Property by a Builder to the first homebuyer of any Residential Unit, which occurs on or after
September 1, 2017, the Start-Up Assessment, payable to the Association pursuant to Article VI, Section
4 of the Declaration, shall be \$350.00.

2. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this
Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration.
Except as expressly modified by this Amendment, the Declaration shall remain unmodified and
unamended, and Declarant hereby ratifies and reaffirms the same.

[Signature page follows.]

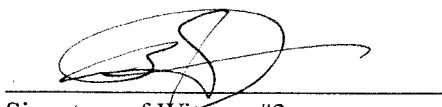
IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:



Signature of Witness #1

AMAQOA EVANS
Typed/Printed Name of Witness #1

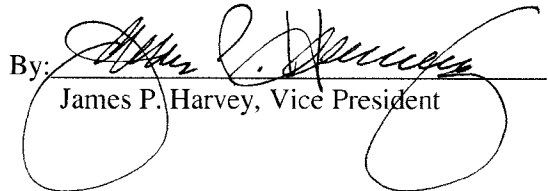


Signature of Witness #2

BRYON T. LOPRESTE
Typed/Printed Name of Witness #2

DEVELOPER:

OK RHODINE ROAD LLC,
a Florida limited liability company

By: 

James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of JULY, 2017, by James P. Harvey, as Vice President of OK-Rhodine Road LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida

BRYON T. LOPRESTE
Print Name

My Commission Expires: 01-27-20
(SEAL)

