

This instrument prepared by:

Tara L. Gould, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

after recording return to:

Tina Lee  
Starlight Homes Florida L.L.C.  
1064 Greenwood Blvd., Suite 124  
Lake Mary, Florida 32746

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND  
RESTRICTIONS FOR  
WOODLAND VILLAGE**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WOODLAND VILLAGE** (this "First Amendment") is made as of the First Amendment Effective Date (as that term is defined below), by **STARLIGHT HOMES FLORIDA L.L.C.**, a Delaware limited liability company ("Starlight" or "Declarant").

**RECITALS:**

**WHEREAS**, Starlight is the "Declarant" under Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Woodland Village, recorded April 1, 2022 as Instrument #2022076607, of the Public Records of Volusia County, Florida ("Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

**WHEREAS**, in accordance with Article XII, Section 12.01(c) of the Declaration, Declarant has the right, until Turnover, without the joinder or consent of any person or entity, to amend the Declaration; and

**WHEREAS**, as of the date of this First Amendment, Turnover has not occurred, and Declarant desires to amend the Declaration pursuant to the terms and conditions of this First Amendment; and

**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 Polk County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The above recitals are true and correct, form a material part of this First Amendment and are hereby incorporated into this First Amendment by this reference.

2. Maintenance Obligations. Article VIII, Section 8.01(c) of the Declaration is hereby amended to read as follows, additions are shown as underline and deletions are shown as ~~strikethrough~~:

(c) It shall be the duty of the Association to maintain the main irrigation lines for the Community (including, without limitation, any sprinklers, pumps, wells, water lines, rain sensors, and time clocks, wherever located), including irrigation of Common Areas and irrigation lines to the boundaries of each Lot. Said irrigation system will run both on Lots and Common Area ("Lot Irrigation System"). The Owner is responsible for the maintenance and repair of any portion of the Lot Irrigation System located on and servicing the Lot within the boundary lines of said Owner's Lot. If the Owner fails to maintain the Lot Irrigation System on said Owner's Lot, the Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing and maintaining the Lot Irrigation System. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the Lot Irrigation System on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. Each Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the Lot Irrigation System, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Further, the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the Lot Irrigation System without the consent of the Association. No Lot Owner (or any occupant of any Lot) shall install, or cause to be installed, any additional sprinklers or other irrigation facilities of the nature of those comprising the Lot Irrigation System.

The Association shall have exclusive control over the operation of the Lot Irrigation System, including, but not limited to, determination of the days, times and duration of operation, but notwithstanding the operation of the Lot Irrigation System by the Association, the Owner of the Lot served by the Lot Irrigation System shall be responsible, directly, for the payment of all fees, costs or expenses charged by the County or other applicable governmental authority/utility provider in connection with the operation of the Lot Irrigation System. The Association shall water the Lots and operate the Lot Irrigation Systems, at such times and for such duration as is established by the Rules and Regulations, consistent with applicable laws, rules or regulations of the City, County, or other applicable governmental authority.

Notwithstanding the foregoing, reclaimed Reclaimed water may, as required by the City, County, or District, or at the option of the Declarant, or the Association after Turnover, be provided and used for

irrigation to the Community. If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to or on a Lot, and reclaimed water shall be or become available, then in such events, the Association shall: (i) require the Owner of each such Lot to use the reclaimed water for irrigation purposes; and (ii) if applicable, charge the Owner of each Lot served by the reclaimed water system a fee for the use of such reclaimed water based on either, as determined by the Association, (A) a uniform rate applicable to all Owners evenly, or (B) the volume of reclaimed water used at each Lot.

3. Maintenance Responsibility Chart. The Maintenance Responsibility Chart attached as Exhibit "E" of the Declaration is hereby amended as depicted on Exhibit "A" attached hereto and incorporated herein, additions are shown as underline and deletions are shown as ~~strikethrough~~.

4. Effective Date. This First Amendment shall be effective as of the date on which this First Amendment is recorded in the Public Records ("First Amendment Effective Date").

5. 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. From and after the First Amendment Effective Date, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this First Amendment.

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SEE NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, Declarant has duly executed this instrument on this 21<sup>ST</sup> day of July, 2022.

Signed, sealed and delivered in the presence of

"DECLARANT"

STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company

[Signature]  
Print Name: ATINO SECON

By: [Signature]  
Name: Michael Roche  
Title: Authorized Representative

[Signature]  
Print Name: TRACI R GREEN

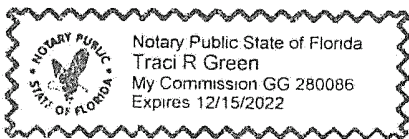
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>ST</sup> day of July, 2022 by Michael Roche, as the Authorized Representative of **STARLIGHT HOMES FLORIDA L.L.C.**, a Delaware limited liability company, on behalf of said company, who is  personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY STAMP OR SEAL)

[Signature]  
Name: TRACI R GREEN  
Title: Notary Public  
My Commission Expires: 12/15/2022



**Exhibit "A"****MAINTENANCE RESPONSIBILITY CHART**

\*\* "All aspects" includes, but is not limited to, maintenance, repair, and replacement, as needed, in accordance with all the terms of this Declaration and any Rules and Regulations of the ARC.

| <b>PROPERTY COMPONENT</b>   | <b>ASSOCIATION RESPONSIBILITY</b> | <b>OWNER RESPONSIBILITY</b>  |
|---|-----------------------------------|--|
| Roof  | None.                             | All aspects.   |
| Dwelling Foundation   | None.                             | All aspects.   |
| Exterior components of the Dwelling, building, structure and improvements on Owner's Lot including without limitation all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, stairs, stair railings, HVAC pads, screens, windows, doors, and garage doors. | None.                             | All aspects. Owner's shall have their Dwellings (including the roof) and all external improvements such as driveways, sidewalks, decks, patios, and lanai floors, walls and screen professionally power washed as necessary, but no less than once every three (3) years.  |
| Exterior Painting   | None.                             | All aspects. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the Dwelling, building, structure and improvements on the Owner's Lot (with the same colors as initially approved or with another color or colors approved by the ARC), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. |
| Dwelling interior including, but not limited to all improvements, fixtures, partition walls, floors within Dwelling and all other improvements within the Dwelling.   | None.                             | All aspects.   |
| Fences  | None.                             | All aspects.   |
| Patios, balconies, porches, and decks.  | None.                             | All aspects.   |
| Landscape Maintenance   | None.                             | All aspects. Owners shall keep, maintain and irrigate the trees, shrubbery, grass and other landscape materials located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum (but not exclusive) standard for maintenance of landscaping on the Owner's Lot shall be consistent with the   |

|                                     |  |  |
|-------------------------------------|--|--|
|                                     |  | <p>approved Plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, <del>irrigation</del>, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted Street depicted on any Recorded Plat abutting the Owner's Lot.</p> <p>The Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's Dwelling.</p> |
| <p><u>Lot Irrigation System</u></p> | <p><u>The Association shall have exclusive control over the operation of the Lot Irrigation System, including, but not limited to, determination of the days, times and duration of operation.</u></p> <p><u>The Association shall water the Lots and operate the Lot Irrigation Systems, at such times and for such duration as is established by the Rules and Regulations, consistent with applicable laws, rules or regulations of the City, County, or other applicable governmental authority.</u></p> | <p><u>All Owners shall maintain and repair any portion of the Lot Irrigation System located on and servicing the Lot within the boundary lines of said Owner's Lot.</u></p>  |