

PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SECOND AMENDMENT TO THE
COMMUNITY DECLARATION FOR CREEKWOOD TOWNHOMES**

THIS SECOND AMENDMENT TO THE COMMUNITY DECLARATION FOR CREEKWOOD TOWNHOMES (this “**Second Amendment**”) is made by M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company (the “**Declarant**”), joined by the CREEKWOOD TOWNHOME ASSOCIATION, INC., a Florida corporation not-for-profit (the “**Association**”).

RECITALS

A. By virtue of that certain “Assignment of Declarant’s Rights,” recorded in Official Records Book 2650, Page 787, Public Records of Manatee County, Florida, Declarant is the “Declarant” under that certain COMMUNITY DECLARATION FOR CREEKWOOD TOWNHOMES, recorded in Official Records Book 2574, Page 185, Public Records of Manatee County Florida (the “**Original Declaration**”), as amended by the FIRST AMENDMENT TO THE COMMUNITY DECLARATION FOR CREEKWOOD TOWNHOMES, recorded in Official Records Book 2672, Page 6976, Public Records of Manatee County, Florida (the “**First Amendment**”), as further amended by the CORRECTIVE FIRST AMENDMENT TO THE COMMUNITY DECLARATION FOR CREEKWOOD TOWNHOMES, recorded in Official Records Book 2749, Page 29, Public Records of Manatee County, Florida (the “**Corrective First Amendment**”). The Original Declaration, First Amendment and the Corrective First Amendment shall be referred to herein collectively as the “**Declaration**.”

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover Date without the joinder or consent of any person or entity.

C. The Turnover Date has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Section 12.4.4 to the Declaration is hereby amended as follows:

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle-if such vehicle remains in violation for a period of twenty four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this
Second Amendment to be executed by its duly authorized representative as of this 25th
day of June, 2019.

WITNESSES:

“DECLARANT”

M/I HOMES OF SARASOTA, LLC, a
Delaware limited liability company

Michael E. Stephens

Print Name: Michael E. Stephens

By: *[Signature]*

Name: Ed Suchora
Title: Vice President

Christopher T. Ross

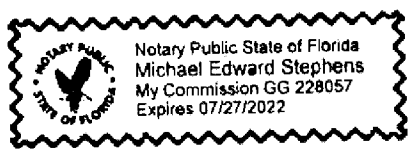
Print Name: Christopher T. Ross

[Company Seal]

STATE OF FLORIDA)

COUNTY OF Manatee)

The foregoing instrument was acknowledged before me this 25th day of
June, 2019, by Ed Suchora, as Vice President of M/I HOMES OF
SARASOTA, LLC, a Delaware limited liability company. He is personally known to
me [has produced _____ as identification].



Michael E. Stephens

Notary Public
Print Name: Michael E. Stephens

My Commission Expires: 7-27-2022

JOINDER

CREEKWOOD TOWNHOME ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the Second Amendment to Declaration for Creekwood Townhomes (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms and conditions of the Second Amendment and does not affect the validity of the Second Amendment, as the Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of June, 2019.

WITNESSES:

"ASSOCIATION"

CREEKWOOD TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation

Brittany L. Bennett

Print Name: Brittany L. Bennett

By: *Michael Stephens*

Name: Michael Stephens
Title: President

[Corporate Seal]

Christopher T. Ross

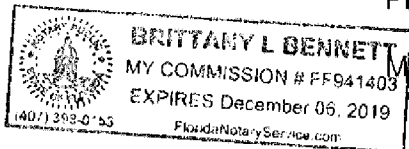
Print Name: Christopher T. Ross

STATE OF FLORIDA)
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 26th day of June, 2019, by Michael Stephens, as President of CREEKWOOD TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced _____ as identification].

Brittany L. Bennett

Notary Public
Print Name: Brittany L. Bennett



My Commission Expires: December 06, 2019