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Prepared by and Return to:
Roger A. Larson, Esquire
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911 Chestnut Street
Clearwater, Florida 33756

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JED PITTMAN, PASCO COUNTY CLERK
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FIRST AMENDMENT TO
DECLARATION FOR SEA FOREST BEACH CLUB

This First Amendment of the Declaration for Sea Forest Beach Club ("Amendment") made by The Ryland Group, Inc., a Maryland corporation, whose address is 255 Pine Avenue North, Oldsmar, Florida 34677 ("Developer").

WITNESSETH:

WHEREAS, Partners of Pasco, LLC, a Florida limited liability company ("Partners of Pasco") recorded the Declaration for Sea Forest Beach Club on May 12, 2004 in Official Record Book 5850, Page 769 of the Public Records of Pasco County, Florida ("Declaration") which submitted the lands described in Exhibit I of the Declaration ("Properties") to the terms of the Declaration; and

WHEREAS, Partners of Pasco made an absolute assignment of Developer's rights to The Ryland Group, Inc., a Maryland corporation by that certain Absolute Assignment of Developer's Rights recorded April 22, 2005 in Official Record Book 6334, Page 656 of the Public Records of Pasco County, Florida; and

WHEREAS, the Developer pursuant to paragraph 4.2 of the Declaration shall have the right to amend the Declaration as it deems appropriate, without joinder or consent of any person or entity, whatsoever; and

WHEREAS, the Developer desires to amend the Declaration as hereinafter provided.

NOW THEREFORE, the Declaration is amended as follows:

1. The definition of "Lot" as defined in Section 2 is hereby deleted and in lieu thereof the following is inserted:

"Lot" shall mean any platted lots shown on a plat upon which a home has been, or will be, constructed. Once improved the term Lot, shall include all improvements thereon and appurtenances thereto.

2. Paragraph 9.4 is deleted in its entirety and in lieu thereof the following is inserted:

9.4 Drives. The "Drives" are those portions of the Sea Forest Beach Club as shown on the Master Plan and which are constructed by the Developer as such. The Drives shall be used as private drives and streets by the Developer, Association and the Owners, their family members, guests, lessees and invitees in accordance with the provision of this Declaration. Those portions of the Drives (streets) providing access and ingress to and egress from the Homes to and from the public ways shall be the responsibility of the Association for maintenance, repair and replacement which

shall be a Common Expense, shall be conveyed to the Association and shall be deemed Common Elements. The driveways leading from the Drives to the Homes shall be exclusive to the Owner of the Lot, but shall be the responsibility of the Association for maintenance, repair and replacement as a Common Expense (except for damage caused by the Owner, Owner's guests, lessees and invitees, which shall be the responsibility of the Owner), but shall not be conveyed to the Association and shall not be deemed Common Elements

3. Paragraph 9.12.2.5 is hereby deleted in its entirety.

4. Paragraph 11.2 and its sub paragraphs are deleted in their entirety and in lieu thereof the following is inserted:

11.2 Repair, Replacement and Maintenance for Party Roofs.

11.2.1 Generally. The cost of maintenance, repair and replacement of Party Roofs shall be the responsibility of the Association and shall be considered a Common Expense.

11.2.2 Alterations. Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations additions or structural changes in the Party Roof without the joint written agreement of all of the Owners sharing the Party Roof and the ACC.

11.2.3 Easements. Each Owner and the Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Roofs.

5. Paragraph 14.31 is deleted and in lieu thereof the following is inserted:

14.31. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the ACC. Any such request submitted to the ACC shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. The sign shall have a blue background with white letters. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

6. The Declaration is amended by adding paragraph by adding paragraph 14.40

14.40 Wells. The drilling, construction, installation or use of an underground water well of any kind on any lots is strictly prohibited. The restrictions shall not preclude the Developer from developing wells on the common area in conformance with governmental regulations.

6. Paragraph 18.7 is deleted and in lieu thereof, the following is inserted:

18.7 Commencement of First Assessment. Assessments shall commence as to each owner on the day of the conveyance of title to a home to an owner. Assessments shall commence as to each Builder on the day of the conveyance of the title to the Builder, provided, however, the Developer shall not be obligated for assessments except as provided in paragraph 18.8.

8. Paragraph 18.11 is deleted in its entirety and the following is inserted:

18.11 Initial Capital Contribution. The purchaser of each lot from a builder shall pay to the Association a one time Capital Contribution, which shall be paid at the time of closing of title for the purchase of their lot and such payment shall be paid to the Association to fund its operations account. The Developer, while in control of the Association shall use the funds paid to this account by each owner to pay the operational costs of the Association.

9. Paragraph 22.17 is added to the Declaration as follows:

22.17 Services Assessment. In addition to the Assessments, each lot shall be subject to a Services Assessment ("Services Assessment") that will include such other bulk or other service arrangements, other than telecommunication services, entered into by the Developer, or the Association. If such agreement is established, the fees for the bulk or service arrangements payable to the service provider shall be a common expense payable by the owner to the Association and shall be included within the annual budget for such Assessment as are levied each year. No owner may avoid or escape liability for any portion of the Assessments or the services Assessment by election not to utilize any one or all of the services.

10. Paragraph 25.4 is deleted in its entirety.

11. The Declaration is amended by adding paragraph 27, Lakes, Streams and Waterbodies as follows:

27. LAKES, STREAMS AND WATERBODIES

Section 1. Water Levels. By acceptance of a deed to a home or Lot, each Owner acknowledges that the water levels of all waterbodies may vary. There is no guarantee by Developer or Association that water levels will be constant or aesthetically pleasing at any particular time.

Section 2. Wildlife. By acceptance of a deed, each Owner acknowledges that the Common Areas may contain wildlife such as alligators, fish, raccoons, deer, fowl, and foxes. Developer or Association shall have no responsibility for monitoring such wildlife or notifying Owners and other persons of the presence of such wildlife. Each Owner and his or her guests and invitees are responsible for their own safety.

Section 3. Owner's Obligation to Indemnify and Release of Association and Master Association. Each Owner agrees to indemnify and hold harmless Developer and Association their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any

way related to the Common Areas, including, without limitation, use of waterbodies within the Sea Forest Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer or Association or of any of the Indemnified Parties. Should any Owner bring suit against Developer or Association or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Notwithstanding anything to the contrary in the Declaration, Articles, Bylaws or any exhibits thereto or any other document affecting the Properties ("Community Documents") the Association shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of Properties including, without limitation, residents and their families, guests, lessees, licensees, invitees, agents, servants, contractors, and/or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

a. It is the express intent of the Community Documents that the various provisions thereof which are enforceable by Association and which govern or regulate the uses of Properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Sea Forest community and the value thereof.

b. The Association is not empowered, nor has it been created, to act as an agency which enforces or ensures the compliance with the laws of the State of Florida and/or Pasco County or prevents tortuous activities.

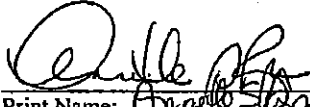
c. The provisions of the Community Documents setting forth the uses of assessments which relate to health, safety, and welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of Association to protect or further the health, safety, or welfare of any persons(s), even if assessment funds are chosen to be used for any such reason.

d. Each Owner (by virtue of their acceptance of title to a home) and each other person having an interest in or lien upon, or making a use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this section or otherwise. As used in this section, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies, subcontractors, successors and assigns).

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this 16th
day of June, 2005.

Witnesses:

THE RYLAND GROUP, INC., a
Maryland corporation


Print Name: Anne E. [unclear]

By: 
William G. Wright
Operational Vice President

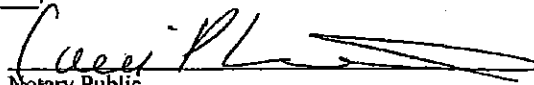

Print Name: LORI P. KATZMAN

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16th day of June, 2005, by
William G. Wright, as Operational Vice President of The Ryland Group, Inc., a Maryland corporation, on
behalf o the corporation. He/she [☒] is personally known to me or [☐] has produced the following as
identification: _____



LORI P. KATZMAN
MY COMMISSION # DD 320479
EXPIRES: June 22, 2008
Bonded thru Budget Notary Services


Notary Public
Print Name: _____

My commission expires: