

**INSTR # 2005267935**

**O BK 15147 PG 0505**

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Prepared by and Return to:

*Marion P. Mathiason, Esq.*  
*Brickleyer Smolker & Bolves, P.A.*  
*500 E. Kennedy Blvd., Suite 200*  
*Tampa, Florida 33602*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF PANTHER TRACE TOWNHOMES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Panther Trace Townhomes ("First Amendment") is made this 24<sup>th</sup> day of May, 2005, by **PANTHER TRACE TOWNHOMES ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), **WESTFIELD HOMES OF FLORIDA**, a Florida general partnership, hereinafter called "Declarant"), and is joined into by **MCINTURF ENTERPRISES, INC.**, a Florida corporation ("McInturf").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Panther Trace Townhomes recorded March 11, 2005, in Official Records Book 14766, Page 863, of the Public Records of Hillsborough County, Florida ("Declaration").

B. Declarant has declared that the Submitted Property shall be held, sold, conveyed and encumbered by the Declaration.

C. McInturf, as the holder of fee simple title to a portion of the Submitted Property, joins into this Declaration merely as an owner of a portion of the Submitted Property and a Class A Member, and not as a declarant.

D. Pursuant to Article III, Section 5 of the Declaration, the Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by two-thirds (2/3) of each class of Members. As of the date of this First Amendment, McInturf is the only Class A Member, and this First Amendment has been approved by McInturf as evidenced by McInturf's execution of this First Amendment. This First Amendment has also been approved by the sole Class B Member, the Declarant, as evidenced by the Declarant's execution of this First Amendment.

## STATEMENT OF DECLARATION

The Declaration is hereby amended as follows:

1. Article IX, Section 7 is hereby amended and restated in its entirety to read as follows:

**"Section 7. Utility Connections.** All Lots are served by a sanitary sewer system and public water/sewer system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable TV, electric, water, sewer, etc. have been or will be installed underground and within, below or upon the Submitted Property (including within, below or upon the dwelling unit on each Lot). Repairs and maintenance of any utilities serving a particular dwelling unit may affect the dwelling units of adjacent Lot Owners. The Owners of each dwelling unit within this townhome community will individually own the property immediately adjacent to their respective unit, and water/sewer for the entire townhome complex will be purchased from a public utility, and said public utility will determine water/sewer usage for the entire townhome community by way of master meter. The individual units will not be sub-metered, and unit Owners will not receive an individual water/sewer bill, or an itemized bill covering all fees that breaks out water usage and sewage charges as a separate item. Each Owner's fractional share of liability for water and sewer will be based on an equal fractional basis. There will not be any other method for prorating the costs of water/sewer to any unit, and water/sewer for all units and the Common Areas of the Association shall be included in the Annual Assessment, and all expenses relating thereto shall be borne by the Association and allocated to each Owner equally. Declarant and the Association also reserve the right to adjust the Association budget at any time to accommodate any increases in water or sewer services as provided by the public utility. Any increase in the Association budget relative to water/sewer charges shall not be subject to the 15% maximum increase referenced in Article VIII, Section 5 hereof."

2. **Counterparts.** This First Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

WESTFIELD HOMES OF FLORIDA,  
a Florida general partnership

By: WESTFIELD HOMES OF FLORIDA,  
INC., a Delaware corporation, its managing  
general partner

By: Deborah L Hudrlik  
Print Name: Deborah L Hudrlik

By: David Pelletz  
Print Name: DAVID PELLETZ  
Its: President

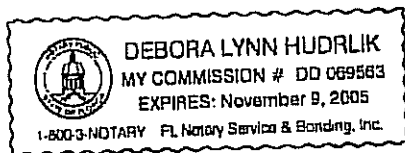
By: Denise Acevedo  
Print Name: Denise Acevedo

Address: 5100 W. Lemon St., Suite 306  
Tampa, Florida 33609

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2005, by David Pelletz as President of Westfield Homes of Florida, Inc., a Delaware corporation, managing general partner of Westfield Homes of Florida, a Florida general partnership, on behalf of the corporation and the partnership. He is personally known to me or produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Debora Lynn Hudrlik  
NOTARY PUBLIC  
Name: **DEBORA LYNN HUDRLIK**  
Serial #: DD 069563  
My Commission Expires: 11-09-05

MCINTURF ENTERPRISES, INC., a Florida corporation

MARCIA L. GREEN  
Print Name: Marcia L. Green  
Nicole Pendergrass  
Print Name: Nicole Pendergrass

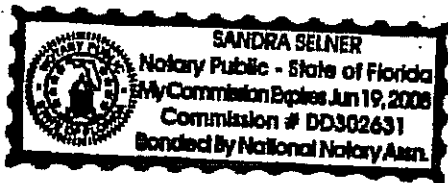
By: [Signature]  
Print Name: M. Keith Cypress  
As its: President

Address: 6300 Stirling Road  
Hollywood, Florida 33024

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH  
BRAND

The foregoing instrument was acknowledged before me this 15 day of June, 2005, by M. Keith Cypress as the President of MCINTURF ENTERPRISES, INC., a Florida corporation, on behalf of said corporation. He/She is personally known to me or produced a drivers' license as identification.

(NOTARIAL SEAL)



[Signature]  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PANTHER TRACE TOWNHOMES  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

Deborah L Hudrluk  
Print Name: Deborah L Hudrluk

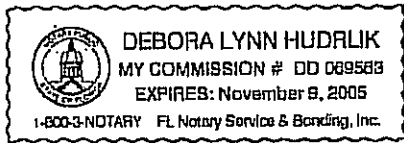
Denise Acevedo  
Print Name: Denise Acevedo

By: [Signature]  
Print Name: Frank Messina  
As its: Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2005, by Frank Messina, as Vice Pres. of Panther Trace Townhomes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Debora Lynn Hudrluk  
NOTARY PUBLIC  
Name: DEBORA LYNN HUDRLIK  
Serial #: DD 069563  
My Commission Expires: 11-09-05