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Return to:
Lee E. Nelson, Esquire
Shutts & Bowen LLP
100 S. Ashley Drive
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Tampa, FL 33602

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TRIPLE CREEK**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek (“**Amendment**”) is made and entered into as of the 12th day of April, 2010, by TRIPLE CREEK, LLC, a Delaware limited liability company, whose address is 2728 N. Harwood Street, Dallas, TX 75201 (“**Declarant**”).

RECITALS

A. Declarant executed and recorded the Declaration of Covenants, Conditions and Restrictions for Triple Creek as recorded in Official Records Book 18142, Page 1695 (the “**Original Declaration**”), as supplemented by the Supplemental Declaration to the Original Declaration, as recorded in Official Records Book 18142, Page 1894 (the “**Supplement**” together with the Original Declaration shall be referred to as the “**Declaration**”), both in the Public Records of Hillsborough County, Florida.

B. Declarant, pursuant to Article XX, Section 20.1 of the Original Declaration, reserved the right to amend the Declaration, all as more particularly set forth in the Declaration.

NOW THEREFORE, based upon the Recitals stated above, Declarant hereby declares the following:

1. Recitals. The foregoing Recitals are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.
3. Supplement. The first paragraph of the Supplement contains a scrivener’s error, wherein it references the Declarant as “CENTEX HOMES, a Nevada general partnership”, instead of “TRIPLE CREEK, LLC, a Delaware limited liability company”. As set forth on the signature page of the Supplement, the Declarant is “TRIPLE CREEK, LLC, a Delaware limited liability company”, and the scrivener’s error in the Supplement is hereby deemed corrected.

4 Amendment to Declaration.

(a) The following paragraph shall be deemed inserted at the end of Article VIII of the Declaration:

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“8.11 The Association shall not levy any assessments (other than Benefited Assessments) against any Lots (as defined in the Declaration) set forth on Exhibit “A” attached hereto (collectively, the “**Exempt Lots**”, and each individually, an “**Exempt Lot**”) until the earlier to occur of (i) July 1, 2013, and (ii) the date of closing of the sale of any such Exempt Lot to a home-buyer that has purchased a single-family residence constructed on any such Exempt Lot.”

(b) The following sentence shall be deemed inserted at the end of the first paragraph of Article XX, Section 20.1:

“Notwithstanding anything to the contrary contained herein, until such time as M/I Homes of Tampa, LLC, a Florida limited liability company (“**M/I Homes**”) as to the Lots described on Exhibit “B” attached hereto (collectively, the “**M/I Lots**”), and Centex Homes, a Nevada general partnership (“**Centex**”) as to the Lots described on Exhibit “C” attached hereto (collectively, the “**Centex Lots**”), are not the Owner of the M/I Lots and Centex Lots respectively, Declarant may not amend, supplement or delete all or any portion of Article VIII in a manner materially adverse to M/I Homes as to the M/I Lots or Centex as to the Centex Lots without the prior written approval of M/I Homes and/or Centex respectively.”

5. General. This Amendment shall become effective upon its recordation in the Public Records of Hillsborough County, Florida. Except as hereby amended, the Declaration shall remain in full force and effect in strict accordance with its terms. In the event of any conflict between the terms of the Declaration, as amended by this Amendment, and the terms of the Articles or By-Laws, the terms of the Declaration, as amended, shall control. This Amendment shall run with the title to the Lots and shall bind and inure to the benefit of all Owners and their successors and assigns.

[SIGNATURE, WITNESSES AND NOTARY ON FOLLOWING PAGE]

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

Signed, sealed and delivered
In the presence of:

[Signature]
Print Name: Lee E. Nelson

[Signature]
Print Name: Morris C. Massey

TRIPLE CREEK, LLC,
a Delaware limited liability company

By: Centex Homes, a Nevada general
partnership, its Managing Member

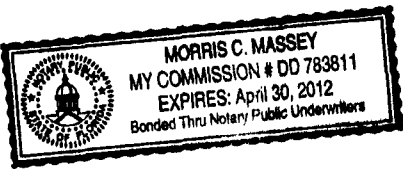
By: Centex Real Estate
Corporation, a Nevada
corporation, its managing
general partner

By: [Signature]
Print Name: Matt J. O'Brien
Title: Vice President Land Development (Central Florida)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

* LAND DEVELOPMENT (CENTRAL FLORIDA)

On this 12th day of April, 2010, before me, the undersigned notary public, personally appeared Matt O'Brien, personally known to me or who has produced his/her driver's license as identification, who executed the foregoing instrument, as Vice President of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, the managing member of Triple Creek, LLC, a Delaware limited liability company, and acknowledged that he/she executed the same on behalf of the partnership, corporation and company and he/she was duly authorized to do so.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Morris C. Massey
My Commission Expires: _____
Commission No.: _____

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Exempt Lots

Centex Lots

Lots 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 34, 35, 36, 37, 38, 39, 40, 41, 47, 48, 49, 50, 51, 52, 53, 54, 55, 85, 107, 108, 109 and 110 Triple Creek Phase 1 Village A, according to the plat thereof, as recorded in Plat Book 114, Pages 135 through 142 of the Public Records of Hillsborough County, Florida.

and

Lots 1, 2, 3, 4, 56, 57, 58, 59, 67, 68, 69, 70, 71, 72 and 73, Triple Creek Phase 1 Village D, according to the plat thereof, as recorded in Plat Book 114, Pages 162 through 168, Public Records of Hillsborough County, Florida.

AND

M/I Lots

Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 48, 49, 50, 51, 52, 53, 54, 55, 71, 72, 73, and 74, TRIPLE CREEK PHASE 1 VILLAGE B, according to the plat thereof, as recorded in Plat Book 114, Pages 143 through 156, of the Public Records of Hillsborough County, Florida.

Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 64, 65, 66, 67, 68, 69, 70 and 83, TRIPLE CREEK PHASE 1 VILLAGE C, according to the plat thereof, as recorded in Plat Book 114, Pages 157 through 161 of the Public Records of Hillsborough County, Florida.

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M/I Lots

Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 48, 49, 50, 51, 52, 53, 54, 55, 71, 72, 73, and 74, TRIPLE CREEK PHASE 1 VILLAGE B, according to the plat thereof, as recorded in Plat Book 114, Pages 143 through 156, of the Public Records of Hillsborough County, Florida.

Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 64, 65, 66, 67, 68, 69, 70 and 83, TRIPLE CREEK PHASE 1 VILLAGE C, according to the plat thereof, as recorded in Plat Book 114, Pages 157 through 161 of the Public Records of Hillsborough County, Florida.

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Centex Lots

Lots 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 34, 35, 36, 37, 38, 39, 40, 41, 47, 48, 49, 50, 51, 52, 53, 54, 55, 85, 107, 108, 109 and 110 Triple Creek Phase 1 Village A, according to the plat thereof, as recorded in Plat Book 114, Pages 135 through 142 of the Public Records of Hillsborough County, Florida.

and

Lots 1, 2, 3, 4, 56, 57, 58, 59, 67, 68, 69, 70, 71, 72 and 73, Triple Creek Phase 1 Village D, according to the plat thereof, as recorded in Plat Book 114, Pages 162 through 168, Public Records of Hillsborough County, Florida.