



2005230983

Upon recording, return to:
Ms. Kathy Shelling
Page 913
Terrabrook
3505 Frontage Road, Suite 145
Tampa, Florida 33607

Cross-Reference:
Charter: Deed Book 6104 at
Covenant: Deed Book 6156 at Page 471

Rept: 938110 Rec: 52.50
DS: 0.00 IT: 0.00
11/01/05 Dpty Clerk

**SUPPLEMENT TO COMMUNITY CHARTER FOR
CONNERTON RESIDENTIAL COMMUNITY**

**SUPPLEMENT TO COMMUNITY COVENANT FOR
CONNERTON**

THIS SUPPLEMENT is made this 31st day of OCTOBER, 2005, by
Connerton, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, that certain Community Charter for Connerton Residential
Community, is recorded in Deed Book 6104, Page 913, *et seq.*, in the Official Records of
Pasco County, Florida (as amended and supplemented from time to time, the "Charter");
and

WHEREAS, in accordance with Section 17.1 of the Charter, until all property
described in Exhibit "B" to the Charter has been submitted to the Charter or 25 years
after the Charter is recorded, whichever is earlier, the Founder, without the consent of
any Person except the owner of such property, if not the Founder, may submit all or any
portion of the property described in Exhibit "B" to the Charter by recording a
"Supplement" describing the additional property to be submitted in the Official Records
of Pasco County, Florida; and

WHEREAS, that certain Community Covenant for Connerton, is recorded in
Deed Book 6156, Page 471, *et seq.*, in the Official Records of Pasco County, Florida (as
amended and supplemented from time to time, the "Covenant"); and

WHEREAS, in accordance with Section 5.2 of the Covenant, until all property
described in Exhibit "B" has been submitted to the Covenant or 30 years after the
Covenant is recorded in the Official Records of Pasco County, Florida, whichever is
earlier, the Founder, without the consent of any Person except the owner of such
property, if not the Founder, may submit all or any portion of the property described in
Exhibit "B" of the Covenant by recording a "Supplement" describing the property being
submitted; and

JED PITTMAN PASCO COUNTY CLERK
11/01/05 09:38am 1 of 6
OR BK 6669 PG 555

WHEREAS, the Founder is the owner of the real property described in Exhibit "A" attached hereto ("Additional Property") and the Additional Property is a portion of the property described in Exhibit "B" to the Charter and the Covenant, respectively;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter and the Covenant, the Founder hereby submits the Additional Property to the provisions of the Charter and the Covenant. Such property shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and the Covenant, each as amended and supplemented from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

The Founder reserves the right by future amendment or supplement to designate the Additional Property as one or more Neighborhoods (as defined in the Charter). In addition, and in addition to other rights reserved under the Charter, during the Development and Sale Period (as defined in the Charter) the Founder reserves the right to replat property that it owns or otherwise develop the Additional Property without the necessity of amending this Supplement or the Charter.

IN WITNESS WHEREOF, the Founder has executed this Supplement the day and year first above written.

FOUNDER: CONNERTON, L.L.C., a Delaware limited liability company

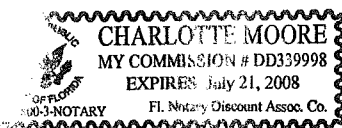
By: Westerra Management, L.L.C., its authorized representative

By: [Signature]
Name: W. Stewart Gibbons
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this the 31st day of October, 2005, by W. Stewart Gibbons, of Connerton, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced a valid identification.

[Signature]
NOTARY PUBLIC
Print Name: Charlotte Moore



556801/CA Docs/SupplementAddingProperty

Serial Number, if any: _____
My Commission Expires: _____

Exhibit "A"
Property Legal Description

Additional Property

CONNERTON
VILLAGE TWO PHASE ONE
(CONSTRUCTION PLAN)

DESCRIPTION: A parcel of land lying in Sections 23, 24, 25 and 26, Township 25 South, Range 18 East, and Section 30, Township 25 South, Range 19 East, ALL in Pasco County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 25, for a **POINT OF BEGINNING**, run thence along the South boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 25, N.89°29'55"W., 1320.84 feet to the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 25; thence along the South boundary of the Southwest 1/4 of said Southeast 1/4 of Section 25, N.89°28'35"W., 1320.81 feet to the Southwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 25; thence along the South boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 25, N.89°27'57"W., 1320.57 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 25; thence N.26°39'38"W., 740.55 feet; thence N.64°26'20"W., 629.71 feet; thence N.62°51'49"E., 1014.97 feet; thence N.20°32'44"E., 550.68; thence N.50°16'30"W., 1534.72 feet; thence S.55°39'08"W., 811.16 feet; thence S.65°13'49"W., 1058.84 feet; thence N.24°46'11"W., 145.00 feet; thence N.65°13'49"E., 788.88 feet; thence N.35°54'10"E., 857.06 feet; thence NORTH, 1344.00 feet; thence N.49°03'00"W., 1933.00 feet to a point on a curve; thence Westerly, 575.35 feet along the arc of a curve to the left having a radius of 6940.00 feet and a central angle of 04°45'00" (chord bearing N.85°25'30"W., 575.18 feet); thence N.02°12'00"E., 170.00 feet to a point on a curve; thence Easterly, 967.92 feet along the arc of said curve to the right having a radius of 7110.00 feet and a central angle of 07°48'00" (chord bearing S.83°54'00"E., 967.18 feet) to a point of tangency; thence S.80°00'00"E., 868.53 feet to a point of curvature; thence Easterly, 1292.15 feet along the arc of a curve to the left having a radius of 11390.00 feet and a central angle of 06°30'00" (chord bearing S.83°15'00"E., 1291.46 feet) to a point of tangency; thence S.86°30'00"E., 210.00 feet; thence N.20°35'08"E., 263.21 feet; thence N.27°50'00"W., 285.00 feet; thence N.35°00'00"E., 840.00 feet; thence S.70°00'00"E., 736.48 feet; thence S.34°00'00"E., 841.93 feet; thence S.38°42'52"E., 1000.00 feet; thence N.51°18'00"E., 902.17 feet to a point of curvature; thence Northeasterly, 304.15 feet along the arc of a curve to the right having a radius of 2331.00 feet and a central angle of 07°28'34" (chord bearing N.55°02'17"E., 303.94 feet); thence S.31°13'26"E., 142.00 feet to a point on a curve; thence Southwesterly, 285.62 feet along the arc of a curve to the left having a radius of 2189.00 feet and a central angle of 07°28'34" (chord bearing S.55°02'17"W., 285.42 feet) to a point of tangency; thence S.51°18'00"W., 902.14 feet to a point of curvature; thence Southwesterly, 54.89 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of 45°34'49" (chord bearing S.28°30'35"W., 53.46 feet) to a point of reverse curvature; thence Southerly, 70.20 feet along the

arc of a curve to the right having a radius of 131.00 feet and a central angle of $30^{\circ}42'12''$ (chord bearing $S.21^{\circ}04'17''W.$, 69.36 feet) to a point of reverse curvature; thence Southerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $S.13^{\circ}38'11''W.$, 53.45 feet) to a point of tangency; thence $S.09^{\circ}09'00''E.$, 41.06 feet to a point of curvature; thence Southerly, 382.66 feet along the arc of a curve to the right having a radius of 1071.00 feet and a central angle of $20^{\circ}28'18''$ (chord bearing $S.01^{\circ}05'09''W.$, 380.63 feet) to a point of reverse curvature; thence Southerly, 380.27 feet along the arc of a curve to the left having a radius of 1929.00 feet and a central angle of $11^{\circ}17'42''$ (chord bearing $S.05^{\circ}40'27''W.$, 379.66 feet) to a point of reverse curvature; thence Southerly, 389.24 feet along the arc of a curve to the right having a radius of 1071.00 feet and a central angle of $20^{\circ}49'25''$ (chord bearing $S.10^{\circ}26'18''W.$, 387.10 feet) to a point of tangency; thence $S.20^{\circ}51'00''W.$, 22.08 feet to a point of curvature; thence Southerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $S.01^{\circ}56'11''E.$, 53.45 feet) to a point of reverse curvature; thence Southerly, 63.21 feet along the arc of a curve to the right having a radius of 131.00 feet and a central angle of $27^{\circ}38'46''$ (chord bearing $S.10^{\circ}54'00''E.$, 62.60 feet) to a point of reverse curvature; thence Southerly, 54.88 feet along the arc of a curve to the left having a radius of 69.00 feet and a central angle of $45^{\circ}34'23''$ (chord bearing $S.19^{\circ}51'49''E.$, 53.45 feet) to a point of tangency; thence $S.42^{\circ}39'00''E.$, 587.17 feet to a point of curvature; thence Southeasterly, 603.00 feet along the arc of a curve to the left having a radius of 1029.00 feet and a central angle of $33^{\circ}34'32''$ (chord bearing $S.59^{\circ}26'16''E.$, 594.41 feet); thence $S.13^{\circ}46'28''W.$, 142.00 feet to a point on a curve; thence Easterly, 526.78 feet along the arc of said curve to the left having a radius of 1171.00 feet and a central angle of $25^{\circ}46'28''$ (chord bearing $S.89^{\circ}06'46''E.$, 522.34 feet) to a point of tangency; thence $N.78^{\circ}00'00''E.$, 241.07 feet; thence $S.39^{\circ}26'15''E.$, 1041.21 feet; thence $S.12^{\circ}09'53''E.$, 442.32 feet; thence $S.47^{\circ}48'01''E.$, 1546.92 feet; thence $S.00^{\circ}11'38''W.$, 419.17 feet to a point on the South boundary of the Southwest 1/4 of the aforesaid Section 30; thence along said South boundary of the Southwest 1/4 of Section 30, $N.89^{\circ}48'21''W.$, 1478.31 feet to the **POINT OF BEGINNING**.

Containing 594.817 acres, more or less.

TOGETHER WITH:

CONNERTON VILLAGE TWO
PHASE TWO
(CONSTRUCTION PLAN)

DESCRIPTION: A parcel of land lying in Sections 25 and 26, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 25, run thence along the West boundary of said Section 25, $S.00^{\circ}25'49''E.$, 510.76 feet to a point on a curve, said point also being the **POINT OF BEGINNING**; thence Southeasterly, 87.50 feet along the arc of a curve to the left having a radius of 581.00 feet and a central angle of $08^{\circ}37'45''$ (chord bearing $S.66^{\circ}44'28''E.$, 87.42 feet) to a point of reverse curvature; thence Southeasterly, 46.82 feet along the arc of a

curve to the right having a radius of 69.00 feet and a central angle of 38°52'48" (chord bearing S.51°36'56"E., 45.93 feet) to a point of reverse curvature; thence Easterly, 226.75 feet along the arc of a curve to the left having a radius of 131.00 feet and a central angle of 99°10'23" (chord bearing S.81°45'44"E., 199.48 feet) to a point of reverse curvature; thence Northeasterly, 86.45 feet along the arc of a curve to the right having a radius of 169.00 feet and a central angle of 29°18'29" (chord bearing N.63°18'19"E., 85.51 feet) to a point of reverse curvature; thence Easterly, 127.86 feet along the arc of a curve to the left having a radius of 581.00 feet and a central angle of 12°36'34" (chord bearing N.71°39'17"E., 127.61 feet) to a point of tangency; thence N.65°21'00"E., 525.00 feet to a point of curvature; thence Easterly, 601.00 feet along the arc of a curve to the right having a radius of 1129.00 feet and a central angle of 30°30'00" (chord bearing N.80°36'00"E., 593.92 feet) to a point of tangency; thence S.84°09'00"E., 305.76 feet; thence S.05°51'00"W., 73.87 feet; thence S.10°19'17"W., 1112.94 feet; thence S.63°00'00"W., 140.00 feet; thence S.05°51'00"W., 43.64 feet; thence N.84°09'00"W., 173.47 feet to a point of curvature; thence Westerly, 63.00 feet along the arc of a curve to the right having a radius of 139.00 feet and a central angle of 25°58'12" (chord bearing N.71°09'54"W., 62.47 feet) to a point of reverse curvature; thence Westerly, 230.03 feet along the arc of a curve to the left having a radius of 131.00 feet and a central angle of 100°36'31" (chord bearing S.71°30'56"W., 201.60 feet) to a point of reverse curvature; thence Southwesterly, 57.71 feet along the arc of a curve to the right having a radius of 139.00 feet and a central angle of 23°47'19" (chord bearing S.33°06'20"W., 57.30 feet) to a point of tangency; thence S.45°00'00"W., 292.95 feet to a point of curvature; thence Southwesterly, 542.44 feet along the arc of a curve to the right having a radius of 2929.00 feet and a central angle of 10°36'40" (chord bearing S.50°18'20"W., 541.67 feet) to a point of tangency; thence S.55°36'40"W., 860.10 feet to a point of curvature; thence Southwesterly, 313.78 feet along the arc of a curve to the right having a radius of 1869.00 feet and a central angle of 09°37'09" (chord bearing S.60°25'14"W., 313.41 feet) to a point of tangency; thence S.65°13'49"W., 79.99 feet; thence N.35°54'10"E., 834.60 feet; thence NORTH, 1344.00 feet; thence N.49°03'00"W., 268.91 feet; thence N.40°57'00"E., 266.19 feet to a point on a curve; thence Southeasterly, 159.98 feet along the arc of a curve to the left having a radius of 581.00 feet and a central angle of 15°46'35" (chord bearing S.54°32'18"E., 159.47 feet) to the **POINT OF BEGINNING.**

Containing 67.319 acres, more or less.

AND LESS AND EXCEPT any streets and other areas dedicated to Pasco County, Florida and to the public in general for use as public streets or other purposes.

AND LESS AND EXCEPT any and all property granted, conveyed, and dedicated to the Connerton West Community Development District.



2005034952
Rcpt: 858744 Rec: 61.00
DS: 0.00 IT: 0.00
02/25/05 Dpty Clerk

Upon recording, return to:
Ms. Kathy Shelling
Terrabrook
3505 Frontage Road, Suite 145
Tampa, Florida 33607

Cross-Reference: Charter: Book 6104
Page 913



JED PITTMAN, PASCO COUNTY CLERK
02/25/05 10:45am 1 of 7
OR BK **6244** PG **579**

SUPPLEMENT TO THE COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY

ROSE POINTE SERVICE AREA

THIS SUPPLEMENT TO THE COMMUNITY CHARTER FOR CONNERTON RESIDENTIAL COMMUNITY – ROSE POINTE SERVICE AREA ("Supplement") is made this 24th day of FEBRUARY, 2005, by Connerton, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, that certain Community Charter for Connerton Residential Community is recorded in Deed Book 6104, Page 913, *et seq.*, Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, in accordance with Section 3.4 of the Charter, the Founder may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area; and

WHEREAS, in accordance with Section 3.1 of the Charter, portions of the Common Area within the Connerton Residential Community ("Residential Community") may be designated by the Founder as Limited Common Area and assigned for the exclusive use or primary benefit of two or more Units in specified portions of the Residential Community; and

WHEREAS, the Founder is the owner of the property described in Exhibit "A" attached hereto (as may be supplemented, "Rose Pointe"), which property is subject to the Charter; and

WHEREAS, the Founder desires to assign the Rose Pointe property to a newly created Service Area, and to designate the private streets and other Common Area within Rose Pointe as the Limited Common Area of the Owners and occupants of Units within such Service Area;

NOW, THEREFORE, pursuant to the Founder's authority under the Charter, the Founder hereby subjects the property described on Exhibit "A" attached hereto to the covenants, conditions, easements, and restrictions set forth in this Supplement, which shall apply in addition to the provisions of the Charter. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and this Supplement, each as may be amended from time to time, which shall run with the title to such property and shall be binding upon

Connerton Community Association, Inc. ("Association") and all persons having any right, title, or any interest in Rose Pointe, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

ARTICLE I
Definitions

The definitions set forth in the Charter are incorporated herein by reference.

ARTICLE II
Service Area Designation

Pursuant to the Charter, the property described in Exhibit "A" is hereby assigned to, and designated as being within and a part of, the newly created Service Area known as "Rose Pointe."

In addition to the real property described in Exhibit "A," other property may be added to and made a part of Rose Pointe, and subjected to the covenants and easements set forth in this Supplement, in accordance with Section 3.4 of the Charter.

ARTICLE III
Additional Covenants and Restrictions

3.1. Private Streets and Related Facilities - Limited Common Area. The streets within Rose Pointe shall be private streets owned or to be owned by the Association as Limited Common Area for the primary benefit of the Owners and occupants of Units within Rose Pointe. The Association may promulgate and enforce rules and restrictions concerning use of the private streets and other portions of the Limited Common Area within Rose Pointe, including, without limitation, speed limits and rules which limit or exclude access into Rose Pointe.

In addition, all other portions of the Common Area located within or exclusively serving Rose Pointe, including the entry gates and any other entry features, and any common landscaped areas which are not maintained by a Community Development District ("CDD"), including medians and rights-of-way, shall be the Limited Common Area of the Owners of Units within Rose Pointe. The Association shall maintain the Limited Common Area in accordance with the Community-Wide Standard.

The Association, the Founder, and Builders make no representation or warranty that any systems or measures, including any mechanism or system for limiting or restricting access to Rose Pointe, cannot be compromised or circumvented, or that any such systems or security measures undertaken will in any case prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner of a Unit within Rose Pointe acknowledges, understands, and covenants to inform all occupants of its Unit that the Association, the Board, the Founder, and Builders are not insurers of safety and that all persons within Rose Pointe and the Residential Community assume all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

3.2. Obligation to Pay Service Area Assessments.

(a) Service Area Budget. As provided in the Charter, the Board shall prepare a budget covering the estimated Service Area Expenses for Rose Pointe during the coming year. The Board may include in such Service Area budget a capital contribution to fund reserves in an amount sufficient to meet the projected needs for future repairs and replacements of capital improvements within Rose Pointe.

(b) Service Area Assessments. In addition to other authorized assessments, each Unit within Rose Pointe shall be subject to, and the Owner thereof shall be obligated to pay Service Area Assessments to cover the Service Area Expenses for Rose Pointe, including the costs of maintaining, operating, insuring, repairing, and replacing the Limited Common Area within Rose Pointe. The Association shall levy Service Area Assessments equally against all Units within Rose Pointe.

Notwithstanding the above, any costs and expenses the Association incurs as a consequence of the conduct of the Owner or occupants of a Unit, their agents, contractors, employees, licensees, invitees, or guests may be assessed as a Specific Assessment against the Unit and the Owner in accordance with Section 12.4 of the Charter.

(c) Founder's Subsidy Option. The Founder may, but shall not be obligated to, reduce the Service Area Assessment for Rose Pointe for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Founder under Section 3.2(d) below), which may be either a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Founder to continue paying a subsidy in future years unless otherwise provided in a written agreement between the Association and the Founder.

(d) Founder's Option to Fund Service Area Budget Deficits. During the Development and Sale Period, the Founder may satisfy its obligation for assessments on any Units within Rose Pointe the Founder or any Founder Affiliate owns or leases either by paying assessments in the same manner as any other Owner or by funding the Service Area budget deficit. The Service Area budget deficit is the difference between the amount of Service Area Assessments levied on the Units within Rose Pointe owned by Owners other than the Founder or any Founder Affiliates, plus any other income received during the fiscal year, and the amount of the Association's actual Service Area Expenses during the fiscal year, but excluding expenses exclusively for capital improvement costs and reserves. Unless the Founder otherwise notifies the Board in writing at least 30 days before the beginning of the fiscal year, the Founder shall continue paying on the same basis as during the previous fiscal year.

After termination of the Development and Sale Period, the Founder shall pay Service Area Assessments on Units within Rose Pointe that it or any Founder Affiliates own in the same manner as any other Owner.

3.3. Easements Over Rose Pointe.

(a) Easement Over Private Streets. Each Owner of a Unit within Rose Pointe, and their family members, tenants, guests, and invitees, shall have a non-exclusive right and easement of use and enjoyment of the Limited Common Area serving Rose Pointe and an easement of access, ingress, and egress over the private streets within Rose Pointe. In addition, the Founder hereby creates a perpetual,

nonexclusive easement for access, ingress, and egress over the private streets within Rose Pointe for public and private utility providers; law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel and other customary public service personnel (*i.e.*, mail delivery, FedEx, courier services, etc.); for vehicles, equipment, and personnel providing solid waste collection service to Rose Pointe; and for government employees in pursuit of their official duties; provided, such easement shall not authorize any such Persons to enter Rose Pointe except while acting in their official capacities and subject to such reasonable regulations as the Association may impose.

The Founder shall have those easements granted to it as "Owner" on the recorded plat more particularly identified on Exhibit "A," and also reserves for itself a perpetual, nonexclusive easement for access, ingress, and egress over the private streets and other areas within Rose Pointe for the exercise of development and other Founder rights and obligations under the Governing Documents.

(b) Easement for CDD Maintenance. Any CDD having authority and responsibility for maintenance within Rose Pointe shall have a perpetual, nonexclusive easement over all of Rose Pointe for the purpose of performing its maintenance responsibilities under this Supplement, the Charter, and Florida law.

(c) Other Access Rights. The existence of these easements shall not preclude the Association from maintaining a guard house, gates, or other devices or systems designed to limit general vehicular access to Rose Pointe, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this Section without unreasonable interference or delay.

This Supplement, and the easement rights provided in this Section, shall not limit the easement rights otherwise reserved to the Association and the Founder under the Charter.

3.4. Provision of Services. As set forth in Section 10.2 of the Charter, the Association may, in its discretion or at the request of a Unit Owner, provide, or provide for, and require, services for all or any of the Units within Rose Pointe and their Owners and occupants. The Board may levy Specific Assessments against particular Units for such services, it may charge use or service fees for any such services, or it may include the costs in the Rose Pointe budget as a Service Area Expense and assess it as part of the Service Area Assessment, if provided to all Units within Rose Pointe.

3.5. Service Area Committee. As set forth in Section 3.4 of the Charter, the Owners of Units within Rose Pointe may, but are not required to, elect a Service Area Committee to represent their interests. A Service Area Committee for Rose Pointe, if elected, shall be elected and shall conduct its affairs in the manner provided in the By-Laws.

3.6. Limitation of Liability. **The Association shall, to the fullest extent permitted by law, release, indemnify, defend, and hold harmless the Founder (including its successors and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto) which relate to or arise out of the construction, maintenance, and repair of the private streets and other Common Area improvements within Rose**

Pointe. The Founder shall convey the private streets and other Common Area within Rose Pointe to the Association, and the Association shall accept all such areas and improvements in an "as-is" condition.

ARTICLE IV
Amendment

The provisions of Section 21.2(a) of the Charter relating to unilateral amendments to the Charter by the Founder shall apply to this Supplement and are specifically incorporated by this reference. This Supplement also may be amended by the affirmative vote or written consent, or any combination thereof, of Owners representing at least 67% of the Units within Rose Pointe; provided, during the Development and Sale Period, any amendment shall require the Founder's written consent.

IN WITNESS WHEREOF, the Founder has executed this Supplement the day and year first above written.

FOUNDER: CONNERTON, L.L.C., a Delaware limited liability company

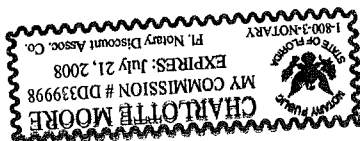
By: Westerra Management, L.L.C.,
Its authorized representative

By: [Signature]
Name: W. STEWART GIBBONS
Its: VICE PRESIDENT

STATE OF FLORIDA)
) SS
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this the 24th day of February, 2005, by W. Stewart Gibbons of Connerton, L.L.C., a Delaware limited liability company. He/she is personally known to me and did (did not) take an oath.

[Signature]
Name Charlotte Moore
Title: Notary Public
Serial Number, if any: DD 339998
My Commission Expires: 07/21/08



CONSENT OF OWNER

The undersigned Owner hereby consents to the within and foregoing Supplement to the Community Charter for Connerton Residential Community -- Rose Pointe.

IN WITNESS WHEREOF, the undersigned, acting through its duly authorized officers, has caused this Consent of Owner to be executed and sealed as of the 23rd day of February, 2005.

OWNER: COSTANZA HOMES, INC., a Florida corporation

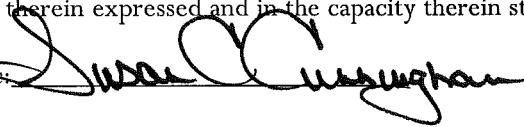
By: 

Name: Peter E Costanza

Title: Vice President

STATE OF FLORIDA)
) ss
COUNTY OF Pasco)

On February 23, 2005, personally appeared before me, a notary public, Peter E Costanza Vice President of Costanza Homes, a Florida Corporation, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public: 

By: _____
Name: Susan C Cunningham
Title: _____

My Commission Expires: 10-13-08

[NOTARIAL SEAL]



Susan C Cunningham
My Commission DD362433
Expires October 13, 2008

Exhibit "A"
Property Description of Rose Pointe

THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Sections 22, 23 and 26, Township 25 South, Range 18 East, Pasco County, Florida and being more particularly described on that certain plat of Connerton Village One Parcel 101 and 102, prepared by Heidt & Associates, Inc., Registered Land Surveyors, License No. LB148, recorded November 19, 2004, in Plat Book 51, Page 117, in the public records of Pasco County, Florida, as Block 4, Lots 1 through 5, inclusive; Block 5, Lots 1 through 14, inclusive; Block 6, Lots 1-7, inclusive; Block 7, Lots 1 through 22, inclusive; Block 8, Lots 1 through 4, inclusive; and the portion of Tract A-1 containing those roads identified as Tradescan Loop, Bonica Place, and Lace Cascade Road, collectively, less and except that portion of Lace Cascade Road lying and being east of Westerland Drive.

Such final plat has the metes and bounds set forth therein.

287

35.50



2005277791

~~Upon recording, return to:~~

Ms. Kathy Shelling
Terrabrook
3505 Frontage Road, Suite 145
Tampa, Florida 33607

Cross-Reference:

Charter: Deed Book 6104 at Page 913
Covenant: Deed Book 6156 at Page 471

R:

BOOTH & COOK, P.A.
7510 RIDGE ROAD
PORT RICHEY, FL 34668

R

Rcpt: 956476 Rec: 35.50
DS: 0.00 IT: 0.00
12/30/05 Dpty Clerk

**SUPPLEMENT TO COMMUNITY CHARTER FOR
CONNERTON RESIDENTIAL COMMUNITY**

**SUPPLEMENT TO COMMUNITY COVENANT FOR
CONNERTON**

THIS SUPPLEMENT is made this 28th day of December, 2005, by Connerton, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, that certain Community Charter for Connerton Residential Community, is recorded in Deed Book 6104, Page 913, *et seq.*, in the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, in accordance with Section 17.1 of the Charter, until all property described in Exhibit "B" to the Charter has been submitted to the Charter or 25 years after the Charter is recorded, whichever is earlier, the Founder, without the consent of any Person except the owner of such property, if not the Founder, may submit all or any portion of the property described in Exhibit "B" to the Charter by recording a "Supplement" describing the additional property to be submitted in the Official Records of Pasco County, Florida; and

WHEREAS, that certain Community Covenant for Connerton, is recorded in Deed Book 6156, Page 471, *et seq.*, in the Official Records of Pasco County, Florida (as amended and supplemented from time to time, the "Covenant"); and

WHEREAS, in accordance with Section 5.2 of the Covenant, until all property described in Exhibit "B" has been submitted to the Covenant or 30 years after the Covenant is recorded in the Official Records of Pasco County, Florida, whichever is earlier, the Founder, without the consent of any Person except the owner of such property, if not the Founder, may submit all or any portion of the property described in Exhibit "B" of the Covenant by recording a "Supplement" describing the property being submitted; and

WHEREAS, the Founder is the owner of the real property described in Exhibit "A" attached hereto ("Additional Property") and the Additional Property is a portion of the property described in Exhibit "B" to the Charter and the Covenant, respectively;

JED PITTMAN, PASCO COUNTY CLERK
12/30/05 03:39pm 1 of 4
OR BK 6776 PG 257

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter and the Covenant, the Founder hereby submits the Additional Property to the provisions of the Charter and the Covenant. Such property shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and the Covenant, each as amended and supplemented from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

The Founder reserves the right by future amendment or supplement to designate the Additional Property as one or more Neighborhoods (as defined in the Charter). In addition, and in addition to other rights reserved under the Charter, during the Development and Sale Period (as defined in the Charter) the Founder reserves the right to replat property that it owns or otherwise develop the Additional Property without the necessity of amending this Supplement or the Charter.

IN WITNESS WHEREOF, the Founder has executed this Supplement the day and year first above written.

FOUNDER: CONNERTON, L.L.C., a Delaware limited liability company

By: Westerra Management, L.L.C., its authorized representative

By: W. S. Gibbons
Name: W. S. Gibbons
Its: Vice President

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss

The foregoing instrument was acknowledged before me this 28th day of December, 2005, by W. Stewart Gibbons, Vice President of Westerra Management, L.L.C., a Delaware limited liability company, Authorized Representative of Connerton, LLC, a Delaware limited liability company on behalf of the limited liability company. He who is personally known to me or ~~has produced~~ _____ as identification.

SEAL

Lorraine Glover
Notary Public
Printed Name: Lorraine Glover
My Commission Expires: 6/4/2007

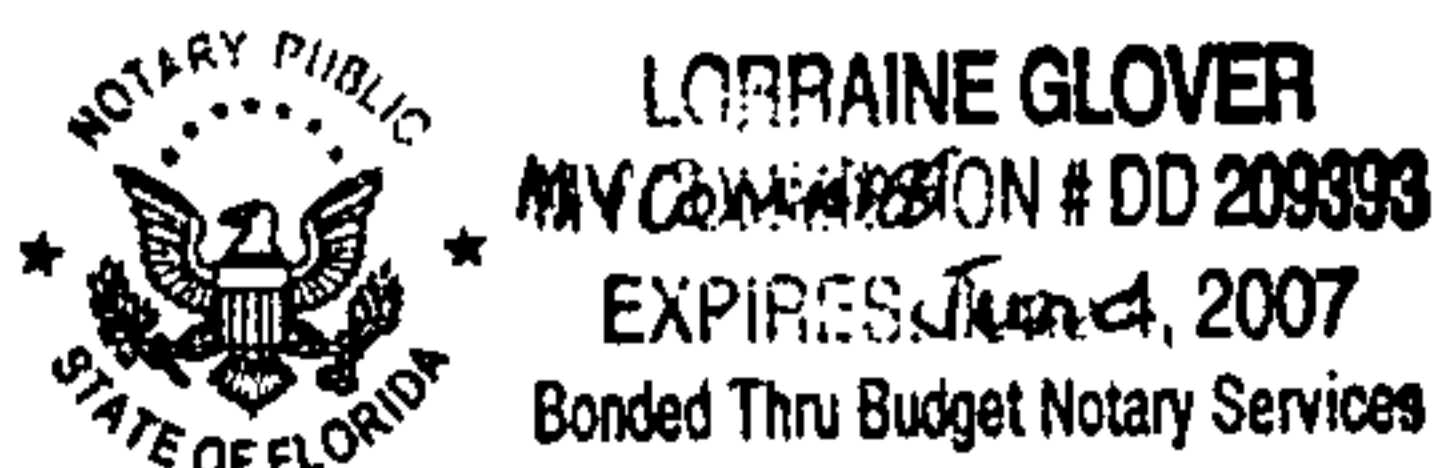


Exhibit "A"
Property Legal Description

CONNERTON VILLAGE AREA ONE
VILLAGE CENTER
NORTH TOWNHOME PARCEL 104

DESCRIPTION: A parcel of land lying in Sections 26 and 35, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 35, run thence along the North boundary of the Northwest 1/4 of said Section 35, S.89°03'43"E., 1468.02 feet to the **POINT OF BEGINNING**; thence N.18°06'36"W., 26.45 feet; thence along a line lying 25.00 feet North of and parallel with the aforesaid North boundary of the Northwest 1/4 of Section 35, S.89°03'43"E., 1172.90 feet to a point on the Westerly boundary of CONNERTON VILLAGE ONE PARCEL 103, according to the plat thereof as recorded in Plat Book 52, Pages 118 through 131, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of CONNERTON VILLAGE ONE PARCEL 103, the following two (2) courses: 1) S.19°24'00"E., 26.66 feet to the Northwest corner of the Northeast 1/4 of the aforesaid Section 35;

2) continue, S.19°24'00"E., 50.58 feet to the Southwesterly corner of TRACT "L-2" of said plat of CONNERTON VILLAGE ONE PARCEL 103, said point also being a point on a curve on the Northerly right-of-way line of PLEASANT PLAINS PARKWAY, as shown on said plat of CONNERTON VILLAGE ONE PARCEL 103; thence along said Northerly right-of-way line, the following three (3) courses: 1) thence Southwesterly, 241.94 feet along the arc of a curve to the right having a radius of 405.00 feet and a central angle of 34°13'37" (chord bearing S.79°29'12"W., 238.35 feet) to a point of reverse curvature; 2) Westerly, 457.15 feet along the arc of a curve to the left having a radius of 1060.00 feet and a central angle of 24°42'36" (chord bearing S.84°14'42"W., 453.61 feet) to a point of tangency; 3) S.71°53'24"W., 431.05 feet; thence N.18°06'36"W., 304.99 feet to the **POINT OF BEGINNING**.

Containing 4.561 acres, more or less.

CONNERTON VILLAGE AREA ONE
VILLAGE CENTER
SOUTH TOWNHOME PARCEL 105

DESCRIPTION: A parcel of land lying in Section 35, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 35, run thence along the North boundary of the Northwest 1/4 of said Section 35, S.89°03'43"E., 1203.63 feet to a point on the Easterly right-of-way line of U.S. HIGHWAY No. 41, per Florida Department of Transportation Right-of-Way Map No. 544B-ROAD 5, as recorded in Deed Book 102, Page 444, of the Public Records of Pasco County, Florida; thence along said Easterly right-of-way line, S.18°05'41"E., 536.27 feet to a point of cusp, said point also being the Southwesterly corner of PLEASANT PLAINS PARKWAY, as shown on the plat of CONNERTON VILLAGE ONE PARCEL 103, as recorded in Plat Book 52, Pages 118 through 131, inclusive, of the Public Records of Pasco County, Florida; thence along the Southerly right-of-way line of said PLEASANT PLAINS PARKWAY, the following four (4) courses: 1) Northeasterly, 39.26 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°59'05" (chord bearing N.26°53'52"E., 35.35 feet) to a point of tangency; 2) N.71°53'24"E., 547.66 feet to the **POINT OF BEGINNING**; 3) continue, N.71°53'24"E., 108.45 feet to a point of curvature; 4) Easterly, 339.81 feet along the arc of a curve to the right having a radius of 940.00 feet and a central angle of 20°42'46" (chord bearing N.82°14'47"E., 337.97 feet); thence S.04°44'12"W., 106.52 feet to a point on the Westerly boundary of THE GROVES PHASE IA, according to the plat thereof as recorded in Plat Book 39, Pages 120 through 150, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of THE GROVES PHASE IA, the following two (2) courses: 1) S.71°53'17"W., 141.55 feet; 2) S.18°06'43"E., 178.34 feet; thence S.71°53'17"W., 179.15 feet to a point of curvature; thence Westerly, 47.54 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 54°28'36" (chord bearing N.80°52'25"W., 45.77 feet) to a point of compound curvature; thence Northwesterly, 127.11 feet along the arc of a curve to the right having a radius of 205.00 feet and a central angle of 35°31'31" (chord bearing N.35°52'21"W., 125.08 feet) to a point of tangency; thence N.18°06'36"W., 197.21 feet to the **POINT OF BEGINNING**.

Containing 2.408 acres, more or less.