

PREPARED BY AND RETURN TO:

ALEJANDRA J. RAMIREZ, ESQ.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**First Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration of Condominium for Woodmill Pond Condominium was recorded in Official Records Book 02266, Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), respecting the Condominium located in Martin County, Florida known as Woodmill Pond Condominium (the "**Condominium**").

B. This First Amendment is required in order to comply with the requirements of the Condominium Act and the Original Declaration.

C. Section 6.2 of the Original Declaration provides that, so long as Lennar, as Developer, holds any Units in the Condominium for sale in the ordinary course of business, Lennar shall have an absolute right to make any amendment to the Original Declaration. Lennar still holds one or more Units in the Condominium for sale in the ordinary course of business.

NOW THEREFORE, Lennar hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

"**Declaration**" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

4. **Plot Plan, Building Plans and Floor Plans with Surveyor's Certificate.** **Exhibit A** to this First Amendment, including the final, as-built building plans for building two (2) is hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as amended by this First Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 14th day of December, 2007.

WITNESSES:

[Signature]
Print Name: Michael Colkin
[Signature]
Print Name: Derek Lubsen

LENNAR HOMES, LLC,
a Florida limited liability company f/k/a Lennar
Homes, Inc., a Florida corporation

[Signature]
By: _____
Name: Robert G. Smith
Title: Vice President {SEAL}

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.:

The foregoing was acknowledged before me this 14th day of December, 2007 by ROBERT G. SMITH as VICE PRESIDENT of LENNAR HOMES, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires: 01-02-2009

[Signature]
NOTARY PUBLIC
State of Florida at Large
Print name: CAROLYN K. CORDERO



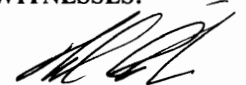
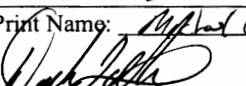
JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

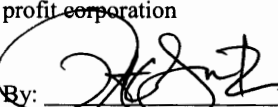
WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this First Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14 day of December, 2007.

WITNESSES:


Print Name: Michael Collins

Print Name: Derek Lubsen

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation


By: _____
Name: Robert G. Smith
Title: President
{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF PALM BEACH)

The foregoing was acknowledged before me this 14th day of December, 2007 by ROBERT G. SMITH as VICE PRESIDENT of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 01-02-2009



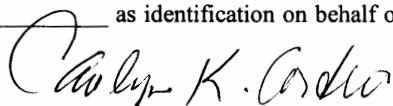

NOTARY PUBLIC,
State of Florida at Large
Print name: CAROLYN K. CORDERO

Exhibit A

WOODMILL POND CONDOMINIUM

SURVEYOR'S CERTIFICATION

"The undersigned, a land surveyor duly authorized to practice land surveying in the State of Florida, hereby certified that the attached sheets 1 through 10, which comprise Exhibit 1, is a correct representation of the improvements described herein including the common elements and the condominium units, and that the construction of said improvements for Building 2 is substantially complete so that the material, together with the provisions of the Declaration of Condominium for Woodmill Pond Condominium, describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each unit within the condominium can be determined from these materials.

This certification has been prepared in accordance with the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Florida Administrative Code Rule 61G17-6, pursuant to Section 472.027, Florida Statutes, and Section 718.104(e), Florida Statutes."

BY:

MICHAEL T. OWEN, P.S.M.
FLORIDA CERTIFICATE No. 5856

DATE:

12-14-2007

PREPARED BY THE FIRM OF
CULPEPPER AND TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME THIS
14th DAY OF December, 2007.

Elizabeth A. Alvarado
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 10/20/08



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
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FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

(AS - BUILT)

DATE: 12-14-2007
DRAWN BY: R.D.

Exhibit "1"
Sheet 1 of 10

WOODMILL POND CONDOMINIUM BUILDING No. 2

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31,
TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN
COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION
LINE OF SAID SECTION 31 A DISTANCE OF 655.57 FEET;
THENCE DEPARTING SAID 1/4 SECTION LINE S00°04'15"W A
DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°55'45"E A
DISTANCE OF 80.45 FEET; THENCE S00°04'15"W A DISTANCE OF
156.67 FEET; THENCE N89°55'45"W A DISTANCE OF 80.45 FEET;
THENCE N00°04'15"E A DISTANCE OF 156.67 FEET TO THE
POINT OF BEGINNING.

CONTAINING 0.2893 ACRES, MORE OR LESS.

 CULPEPPER & TERPENING, INC

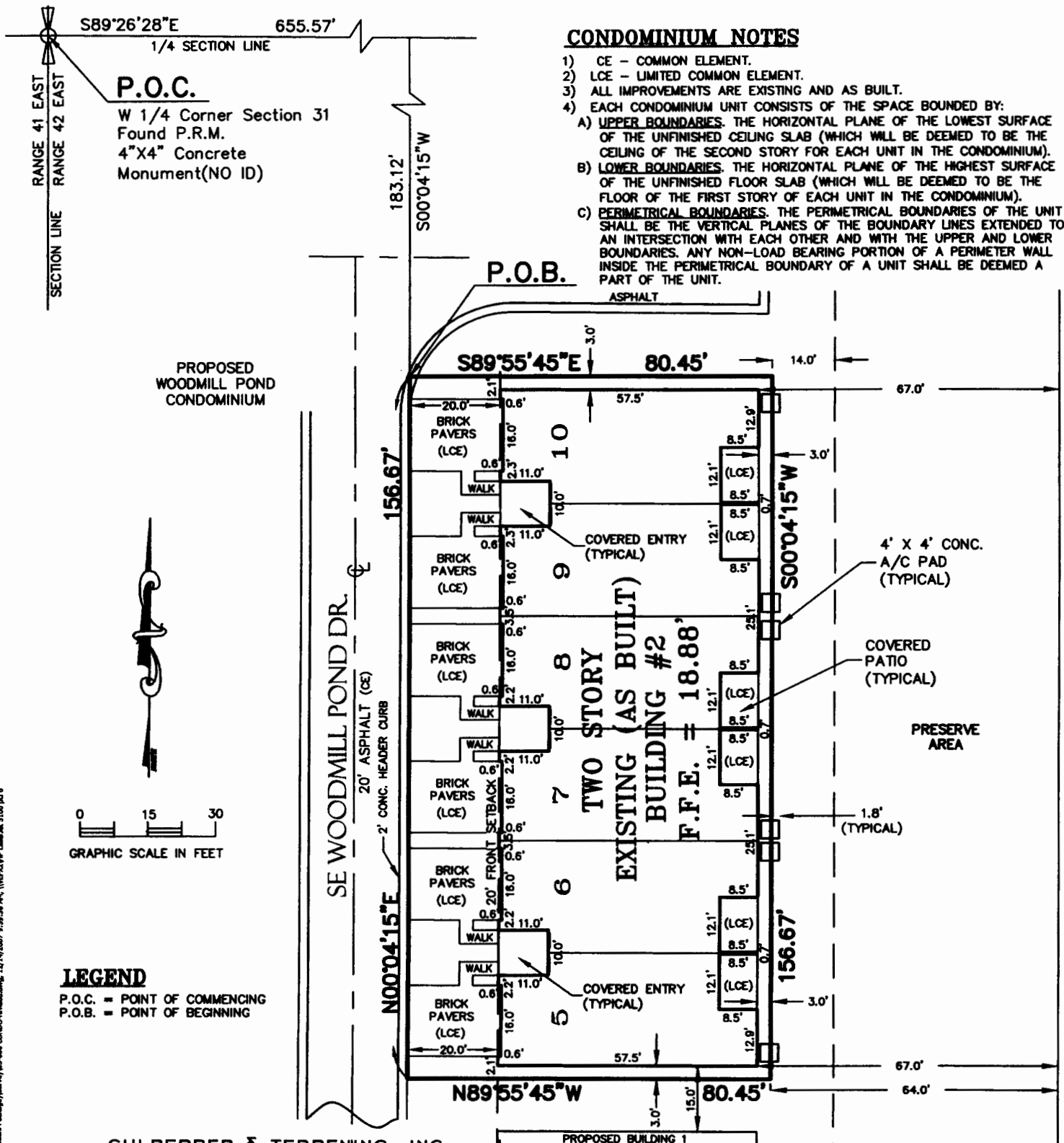
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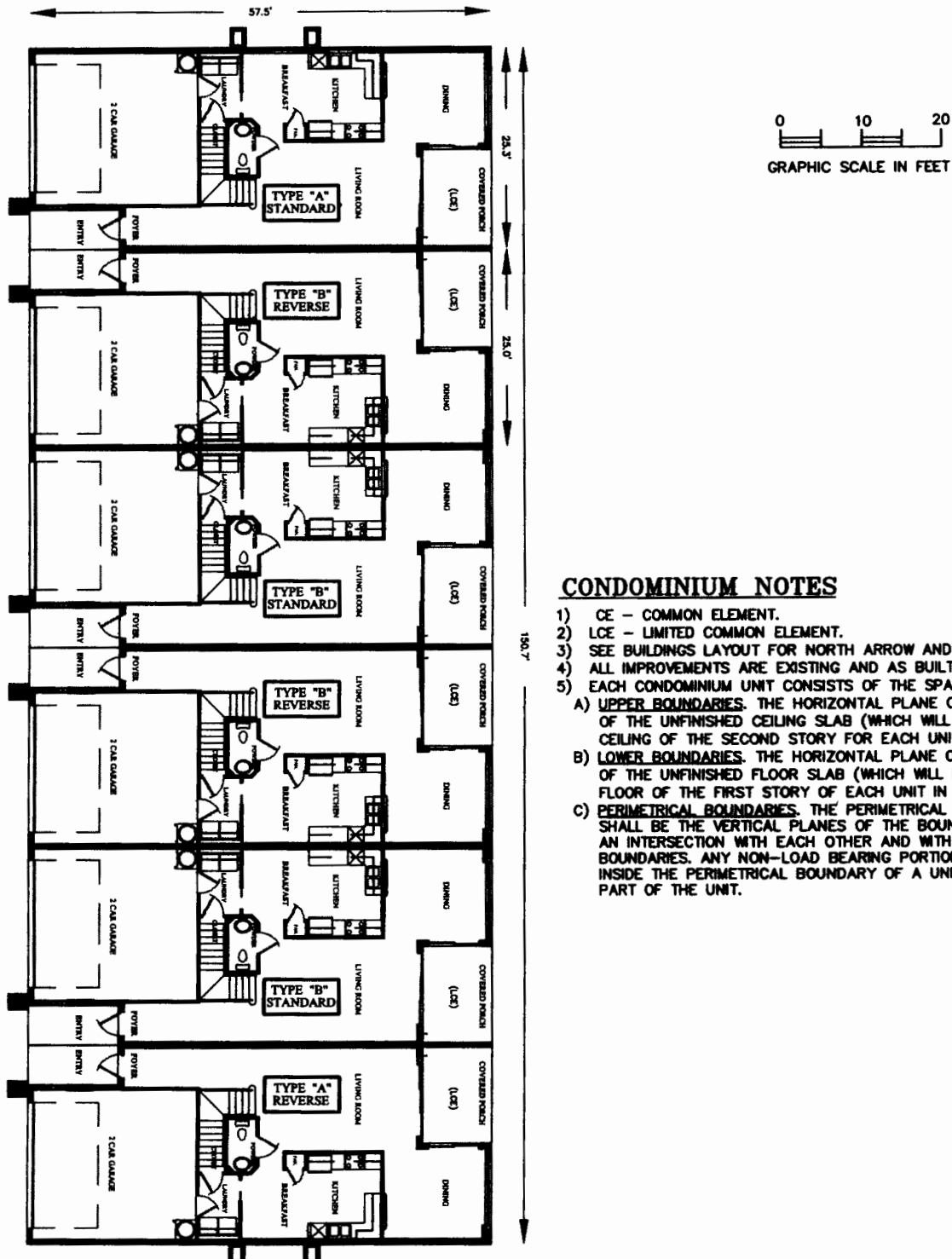
DATE: 12-14-2007
DRAWN BY: R.D.

Exhibit "1"
Sheet 2 of 10

WOODMILL POND CONDOMINIUM BUILDING No. 2 GRAPHIC DESCRIPTION



WOODMILL POND CONDOMINIUM BUILDING No. 2 FIRST FLOOR (UNITS) PLAN



CONDOMINIUM NOTES

- 1) CE - COMMON ELEMENT.
- 2) LCE - LIMITED COMMON ELEMENT.
- 3) SEE BUILDINGS LAYOUT FOR NORTH ARROW AND UNIT DESIGNATION.
- 4) ALL IMPROVEMENTS ARE EXISTING AND AS BUILT.
- 5) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
 - A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
 - B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
 - C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

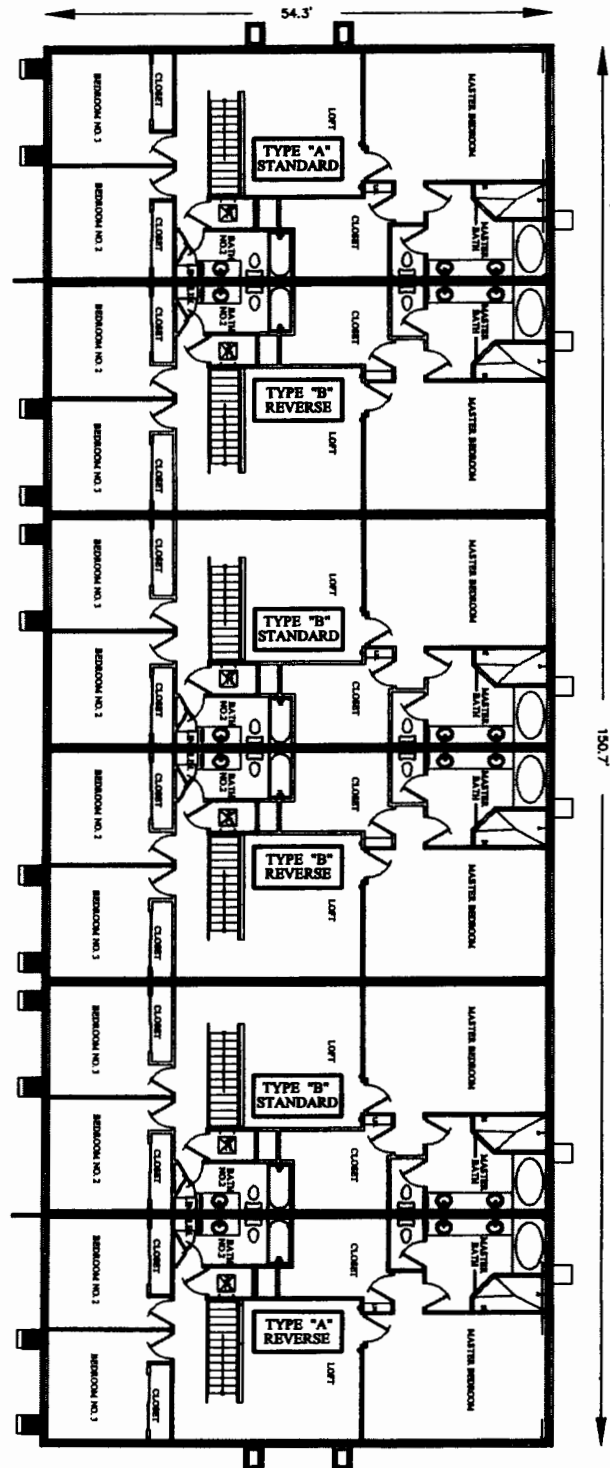
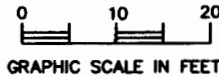
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DATE: 12-14-2007
DRAWN BY: R.D.

Exhibit "1"
Sheet 4 of 10

WOODMILL POND CONDOMINIUM BUILDING No. 2 SECOND FLOOR (UNITS) PLAN



CONDOMINIUM NOTES

- 1) CE - COMMON ELEMENT.
- 2) LCE - LIMITED COMMON ELEMENT.
- 3) SEE BUILDINGS LAYOUT FOR NORTH ARROW AND UNIT DESIGNATION.
- 4) ALL IMPROVEMENTS ARE EXISTING AND AS BUILT.
- 5) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
 - A) **UPPER BOUNDARIES.** THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
 - B) **LOWER BOUNDARIES.** THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
 - C) **PERIMETRICAL BOUNDARIES.** THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

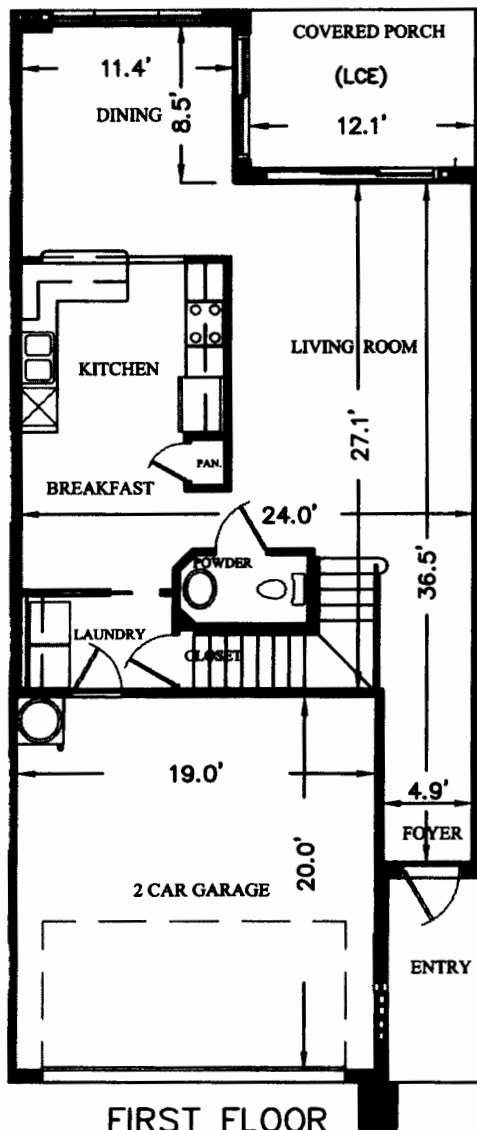
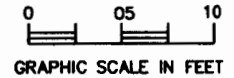
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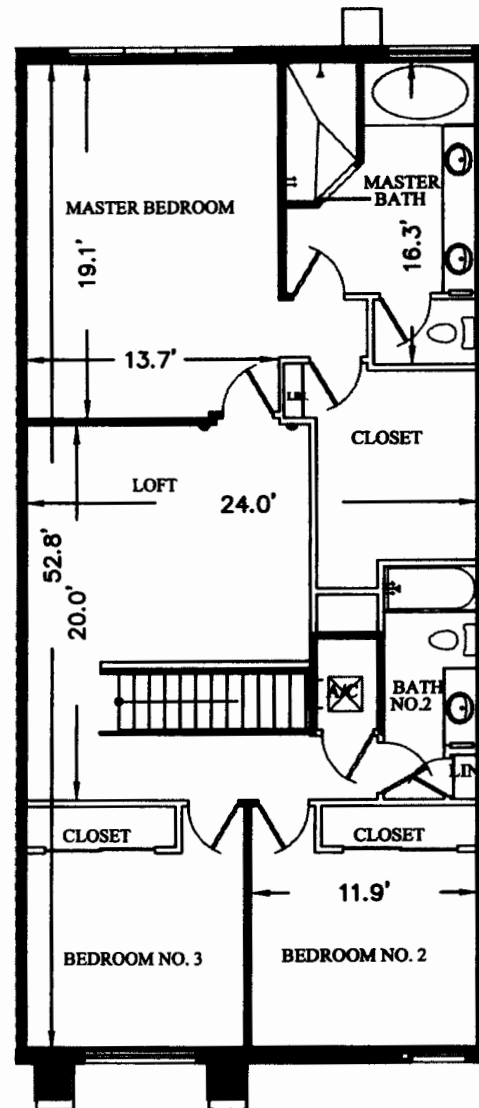
Exhibit "1"
Sheet 5 of 10

WOODMILL POND CONDOMINIUM UNIT TYPE "A" STANDARD BUILDING No. 2



FIRST FLOOR

CEILING HEIGHT
11.5 FEET



SECOND FLOOR

CEILING HEIGHT
9.3 FEET

CONDOMINIUM NOTES

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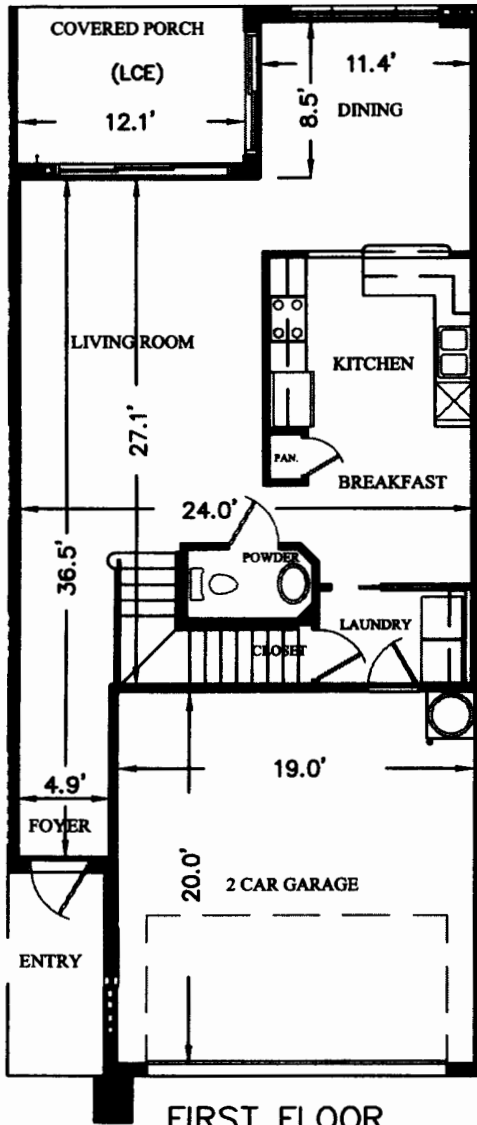
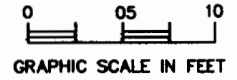
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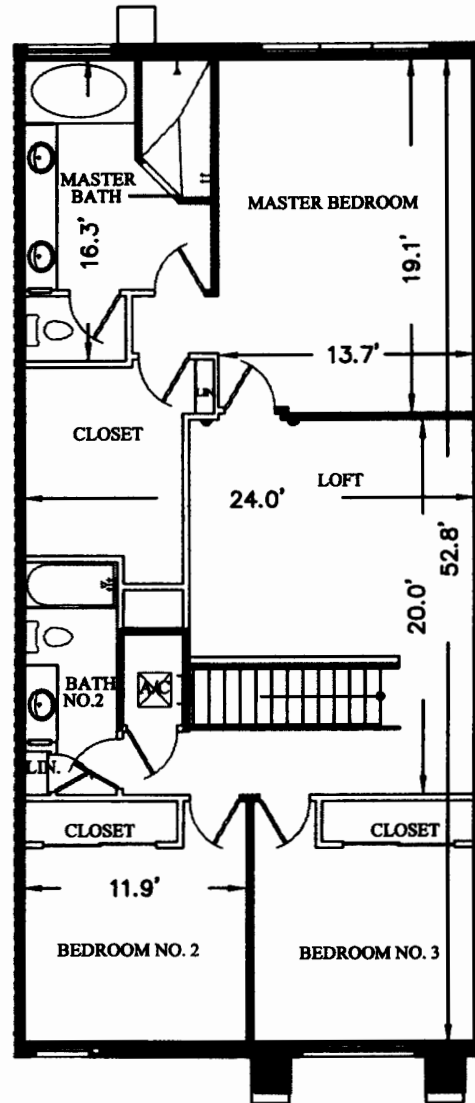
Exhibit "1"
Sheet 6 of 10

WOODMILL POND CONDOMINIUM UNIT TYPE "A" REVERSE BUILDING No. 2



FIRST FLOOR

CEILING HEIGHT
11.5 FEET



SECOND FLOOR

CEILING HEIGHT
9.3 FEET

CONDOMINIUM NOTES

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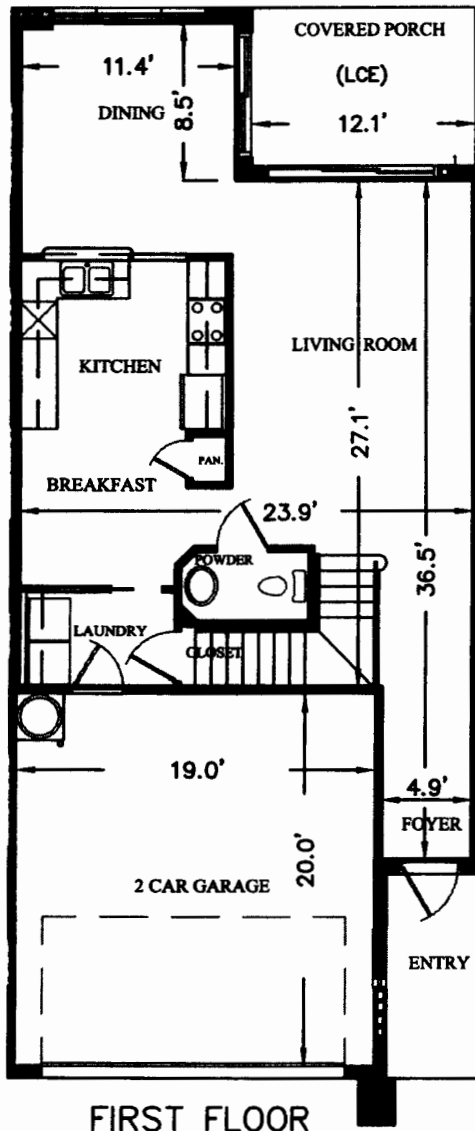
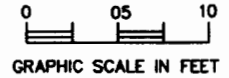
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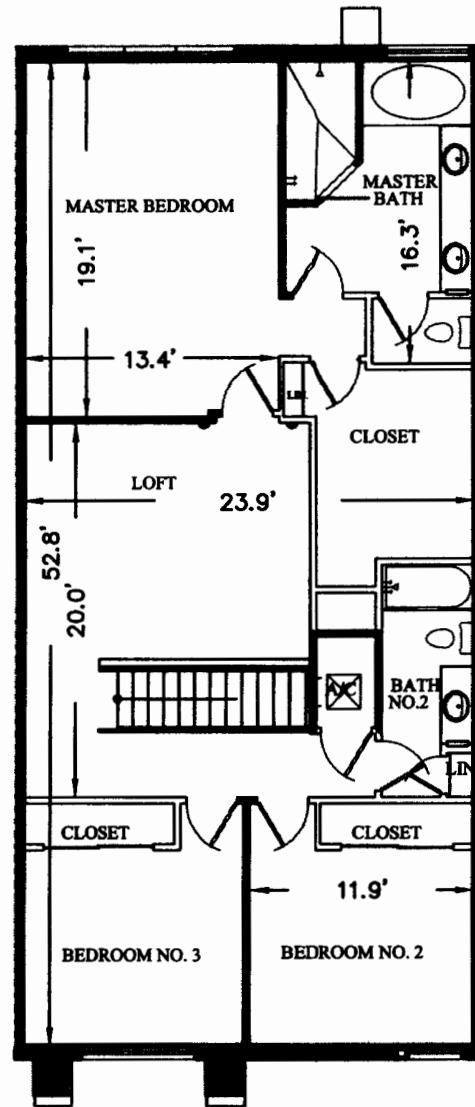
Exhibit "1"
Sheet 7 of 10

WOODMILL POND CONDOMINIUM UNIT TYPE "B" STANDARD BUILDING No. 2



FIRST FLOOR

CEILING HEIGHT
11.5 FEET



SECOND FLOOR

CEILING HEIGHT
9.3 FEET

CONDOMINIUM NOTES

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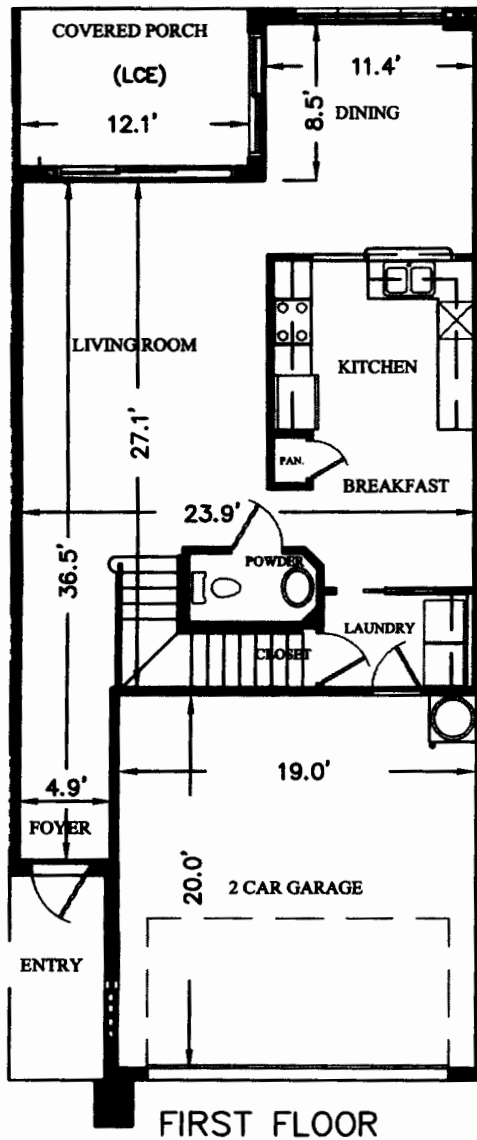
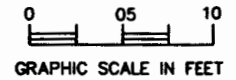
Exhibit "1"
Sheet 8 of 10

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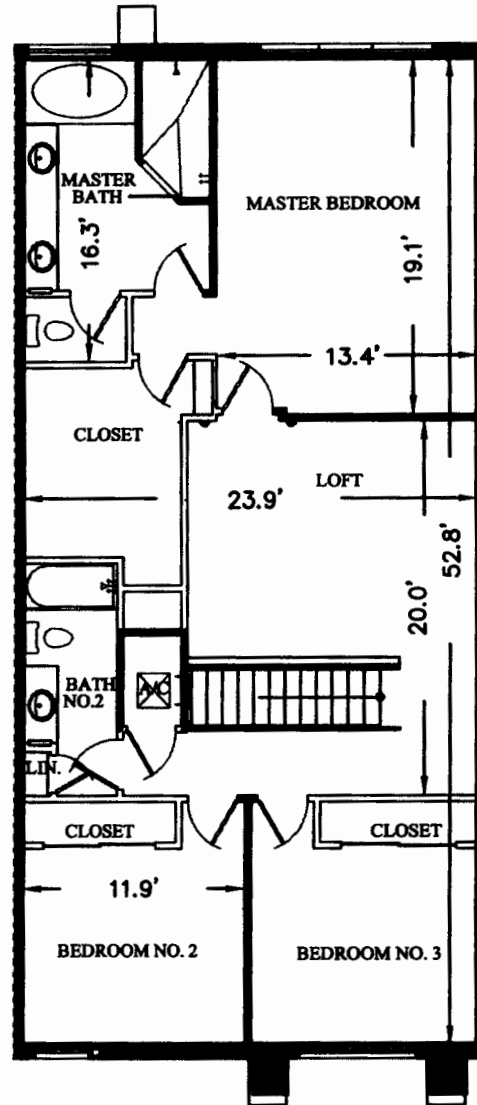
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CONSULTING ENGINEERS | LAND SURVEYORS
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WOODMILL POND CONDOMINIUM UNIT TYPE "B" REVERSE BUILDING No. 2



FIRST FLOOR
CEILING HEIGHT
11.5 FEET



SECOND FLOOR
CEILING HEIGHT
9.3 FEET

CONDOMINIUM NOTES

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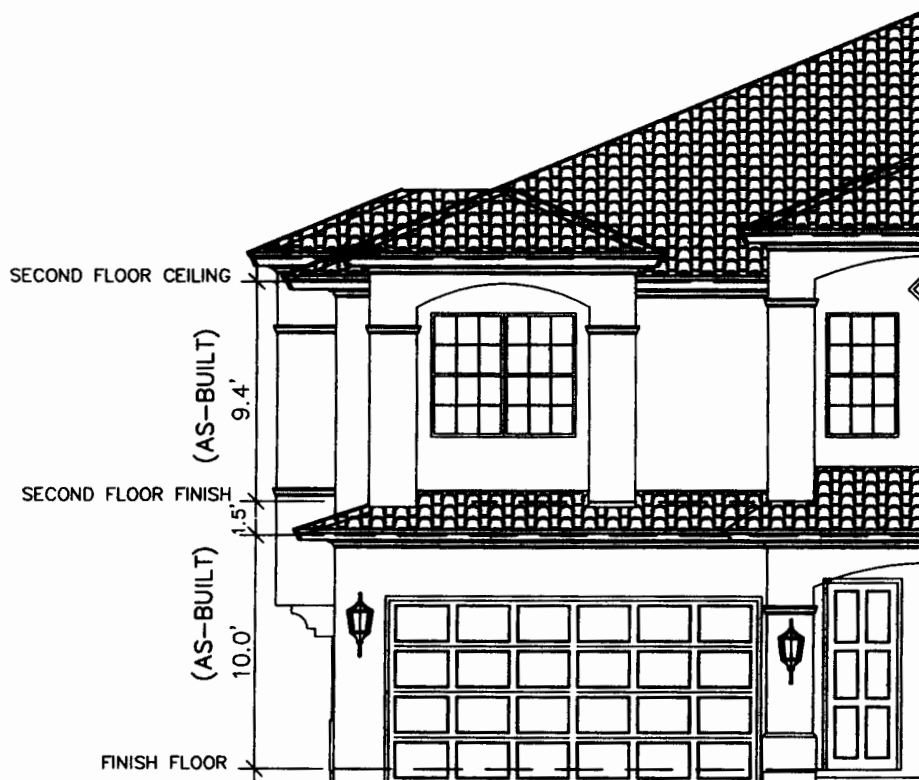
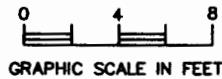
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Exhibit "1"
Sheet 9 of 10

WOODMILL POND CONDOMINIUM

BUILDING No. 2 ELEVATION



FRONT VIEW

CONDOMINIUM NOTES

- 1) SEE BUILDINGS LAYOUT FOR NORTH ARROW AND UNIT DESIGNATION.
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Exhibit "1"
Sheet 10 of 10

PREPARED BY AND RETURN TO:

ALEJANDRA J. RAMIREZ, ESQ.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

INSTR # 2094877
OR BK 02339 PG 1214
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MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
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OR BK 02343 PG 0522
Pgs 0522 - 535 (14pgs)
RECORDED 07/31/2008 10:41:57 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY Y Gorney

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Second Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

- A. That certain Declaration of Condominium for Woodmill Pond Condominium was recorded in Official Records Book 02266, Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), respecting the Condominium located in Martin County, Florida known as Woodmill Pond Condominium (the "**Condominium**").
- B. The Original Declaration was amended by that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2297, Page 1804 of the Public Records of Martin County, Florida (the "**First Amendment**")
- C. This Second Amendment is required in order to comply with the requirements of the Condominium Act and the Original Declaration.
- D. Section 6.2 of the Original Declaration provides that, so long as Lennar, as Developer, holds any Units in the Condominium for sale in the ordinary course of business, Lennar shall have an absolute right to make any amendment to the Original Declaration. Lennar still holds one or more Units in the Condominium for sale in the ordinary course of business.

NOW THEREFORE, Lennar hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Original Declaration or the First Amendment, this Second Amendment shall control. Whenever possible, this Second Amendment, the Original Declaration and the First Amendment shall be construed as a single document.
3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

"**Declaration**" shall mean the Original Declaration, the First Amendment and this Second Amendment, together with all amendments and modifications thereof.

NOTE: THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE THE AS-BUILTS AS EXHIBIT A WHICH WERE PREVIOUSLY NOT INCLUDED.

DM2\1494148.1

4. Plot Plan, Building Plans and Floor Plans with Surveyor's Certificate. Exhibit A to this Second Amendment, including the final, as-built building plans for building three (3) is hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as amended by this Second Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 9 day of July, 2008.

WITNESSES:

LENNAR HOMES, LLC,
a Florida limited liability company f/k/a Lennar
Homes, Inc., a Florida corporation

Tania C. Campbell
Print Name: Tania C. Campbell
Sharon Caputo
Print Name: Sharon Caputo

By: Jill Cerpik
Name: Jill Cerpik
Title: Controller (SEAL)

STATE OF FLORIDA)
COUNTY OF Palm Beach)SS.:

The foregoing was acknowledged before me this 9th day of July, 2008 by Jill Cerpik as Controller of Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires: 01-12-2009

Carolyn K. Corde
NOTARY PUBLIC
State of Florida at Large
Print name: CAROLYN K. CORDE



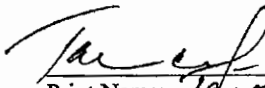
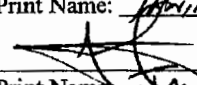
JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

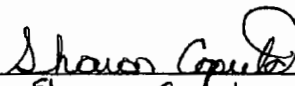
WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this Second Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9 day of July, 2008.

WITNESSES:


Print Name: David C. Campbell

Print Name: David N. Caney, Jr.

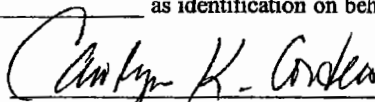
WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Name: Sharon Caputo
Title: President
(SEAL)

STATE OF FLORIDA)
)SS.:
COUNTY OF Palm Beach)

The foregoing was acknowledged before me this 9th day of July, 2008 by Sharon Caputo as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 01-02-2009


NOTARY PUBLIC,
State of Florida at Large
Print name: CAROLYN K. CORDERO



PREPARED BY AND RETURN TO:

ALEJANDRA J. RAMIREZ, ESQ.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131


INSTR # 2107890
OR BK 02352 PG 1188
Pgs 1188 - 1201; (14pgs)
RECORDED 09/25/2008 02:36:22 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY K Wintercorn

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Third Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

- A. That certain Declaration of Condominium for Woodmill Pond Condominium was recorded in Official Records Book 2266, Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), respecting the Condominium located in Martin County, Florida known as Woodmill Pond Condominium (the "**Condominium**").
- B. The Original Declaration was amended by that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2297, Page 1804 of the Public Records of Martin County, Florida and that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2343, Page 522 of the Public Records of Martin County, Florida (collectively, the "**Amendments**"). The Amendments together with the Original Declaration shall hereinafter be referred to as the "**Declaration**."
- C. This Third Amendment is required in order to comply with the requirements of the Condominium Act and the Original Declaration.
- D. Section 6.2 of the Original Declaration provides that, so long as Lennar, as Developer, holds any Units in the Condominium for sale in the ordinary course of business, Lennar shall have an absolute right to make any amendment to the Original Declaration. Lennar still holds one or more Units in the Condominium for sale in the ordinary course of business.

NOW THEREFORE, Lennar hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.
2. **Conflicts.** In the event that there is a conflict between this Third Amendment and the Original Declaration or the Amendments, this Third Amendment shall control. Whenever possible, this Third Amendment, the Original Declaration and the Amendments shall be construed as a single document.
3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

DM2\1582188.1

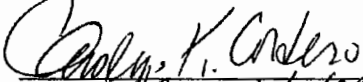
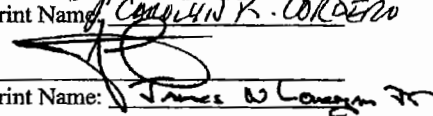
JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

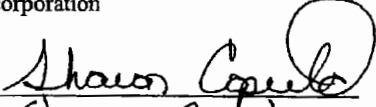
WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this Third Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25 day of September, 2008.

WITNESSES:


Print Name: Carolyn K. Cordeiro

Print Name: James W. Langston Jr.

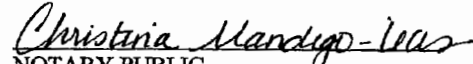
WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Name: Sharon Caputo
Title: President
{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Palm Beach)

The foregoing was acknowledged before me this 25 day of September, 2008 by Sharon Caputo as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:
8/7/2012


NOTARY PUBLIC,
State of Florida at Large
Print name: Christina Mandigo-Leas



"Declaration" shall mean the Original Declaration, the First Amendment, the Second Amendment and this Third Amendment, together with all amendments and modifications thereof.

4. Plot Plan, Building Plans and Floor Plans with Surveyor's Certificate. Exhibit A to this Third Amendment, including the final, as-built building plans for building nine (9) is hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as amended by this Third Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 25 day of September, 2008.

WITNESSES:

Sharon Caputo
Print Name: Sharon Caputo
Carolyn K. Cordell
Print Name: CAROLYN K. CORDELL

LENNAR HOMES, LLC,
a Florida limited liability company f/k/a Lennar
Homes, Inc., a Florida corporation

By: [Signature]
Name: David M. Baselice
Title: Vice President (SEAL)

STATE OF FLORIDA)
COUNTY OF Palm Beach)SS.:

The foregoing was acknowledged before me this 25 day of September, 2008 by David M. Baselice as Vice President of LENNAR HOMES, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced N/A as identification on behalf of the company.

My commission expires:
8/7/2012

Christina Mandigo-Leas
NOTARY PUBLIC
State of Florida at Large
Print name: Christina Mandigo-Leas



Exhibit A

DM2\1582188.1

WOODMILL POND CONDOMINIUM

SURVEYOR'S CERTIFICATION

"The undersigned, a land surveyor duly authorized to practice land surveying in the State of Florida, hereby certified that the attached sheets 1 through 10, is a correct representation of the improvements described herein including the common elements and the condominium units, and that the construction of said improvements for Building 9 is substantially complete so that the material, together with the provisions of the Declaration of Condominium for Woodmill Pond Condominium, describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each unit within the condominium can be determined from these materials.

This certification has been prepared in accordance with the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Florida Administrative Code Rule 61G17-6, pursuant to Section 472.027, Florida Statutes, and Section 718.104(e), Florida Statutes."

BY:

James A. Fowler
JAMES A. FOWLER, P.S.M.
FLORIDA CERTIFICATE NO. 5436

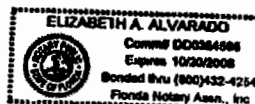
DATE:

9/24/08

PREPARED BY THE FIRM OF
CULPEPPER AND TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME THIS
24th DAY OF September, 2008.

Elizabeth A. Alvarado
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 10/20/08



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

(AS - BUILT)

DATE: 09-22-2008
DRAWN BY: R.D.

Sheet 1 of 10

P:\proj\2007\09-08\Woodmill Pond (Buildings Footings)\Survey\03-08 CONDO-revised.dwg, 9/22/2008 3:05:21 PM, 11/9/2014 14:58:38, 5108.pdf 6

PREPARED BY AND RETURN TO:

ALEJANDRA J. RAMIREZ, ESQ.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

INSTR # 2111435
OR BK 02355 PG 2281
Pg 2281 - 2294 (14pgs)
RECORDED 10/15/2008 12:22:10 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Fourth Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration of Condominium for Woodmill Pond Condominium was recorded in Official Records Book 2266, Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), respecting the Condominium located in Martin County, Florida known as Woodmill Pond Condominium (the "**Condominium**").

B. The Original Declaration was amended by that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2297, Page 1804 of the Public Records of Martin County, Florida; that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2343, Page 522 of the Public Records of Martin County, Florida; and that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2352, Page 1188 of the Public Records of Martin County, Florida (collectively, the "**Amendments**"). The Amendments together with the Original Declaration shall hereinafter be referred to as the "**Declaration**."

C. This Fourth Amendment is required in order to comply with the requirements of the Condominium Act and the Original Declaration.

D. Section 6.2 of the Original Declaration provides that, so long as Lennar, as Developer, holds any Units in the Condominium for sale in the ordinary course of business, Lennar shall have an absolute right to make any amendment to the Original Declaration. Lennar still holds one or more Units in the Condominium for sale in the ordinary course of business.

NOW THEREFORE, Lennar hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.

2. **Conflicts.** In the event that there is a conflict between this Fourth Amendment and the Original Declaration or the Amendments, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment, the Original Declaration and the Amendments shall be construed as a single document.

DM2\1582188.1

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "**Fourth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Fourth Amendment as Association has no right to approve the Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14 day of October, 2008.

WITNESSES:

Carly K. Cordero
Print Name: CAROLYN L. CORDERO
Christina Mandigo-Leas
Print Name: Christina Mandigo-Leas

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Sharon Caputo
Name: Sharon Caputo
Title: President {SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Palmer Beach)



The foregoing was acknowledged before me this 14 day of October, 2008 by Sharon Caputo as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:
8-7-2012

Christina Mandigo-Leas
NOTARY PUBLIC,
State of Florida at Large
Print name: Christina Mandigo-Leas

INSTR # 2124956
OR BK 02368 PG 1947
Pgs 1947 - 1960 (14pgs)
RECORDED 01/13/2009 03:42:37 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

PREPARED BY AND RETURN TO:

ALEJANDRA J. RAMIREZ, ESQ.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Fifth Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Woodmill Pond Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration of Condominium for Woodmill Pond Condominium was recorded in Official Records Book 2266, Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), respecting the Condominium located in Martin County, Florida known as Woodmill Pond Condominium (the "**Condominium**").

B. The Original Declaration was amended by that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2297, Page 1804 of the Public Records of Martin County, Florida; that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2343, Page 522 of the Public Records of Martin County, Florida; that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2352, Page 1188 of the Public Records of Martin County, Florida and that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium recorded in Official Records Book 2355, Page 2281 of the Public Records of Martin County, Florida (collectively, the "**Amendments**"). The Amendments together with the Original Declaration shall hereinafter be referred to as the "**Declaration**."

C. This Fifth Amendment is required in order to comply with the requirements of the Condominium Act and the Original Declaration.

D. Section 6.2 of the Original Declaration provides that, so long as Lennar, as Developer, holds any Units in the Condominium for sale in the ordinary course of business, Lennar shall have an absolute right to make any amendment to the Original Declaration. Lennar still holds one or more Units in the Condominium for sale in the ordinary course of business.

NOW THEREFORE, Lennar hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment.

2. **Conflicts.** In the event that there is a conflict between this Fifth Amendment and the Original Declaration or the Amendments, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment, the Original Declaration and the Amendments shall be construed as a single document.

DM2\1636836.1

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

"Declaration" shall mean the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment, together with all amendments and modifications thereof.

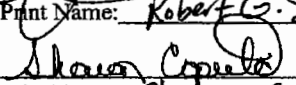
4. **Plot Plan, Building Plans and Floor Plans with Surveyor's Certificate.** **Exhibit A** to this Fifth Amendment, including the final, as-built building plans for building eight (8), is hereby added to Exhibit 2 of the Declaration.

5. **Modification.** Except as amended by this Fifth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

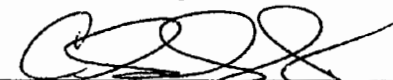
6. **Covenant.** This Fifth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 9 day of December, 2008.

WITNESSES:


Print Name: Robert G. Smith

Print Name: Sharon Caputo

LENNAR HOMES, LLC,
a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation

By: 
Name: Carlos Gonzalez
Title: Vice President
{SEAL}

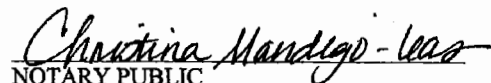
STATE OF FLORIDA)
COUNTY OF Palm Beach)SS.:



The foregoing was acknowledged before me this 9 day of December, 2008 by Carlos Gonzalez as Vice President of LENNAR HOMES, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced N/A as identification on behalf of the company.

My commission expires:

8/7/2012


NOTARY PUBLIC
State of Florida at Large
Print name: Christina Mandigo-Leas

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "**Fifth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Fifth Amendment as Association has no right to approve the Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9 day of December, 2008.

WITNESSES:

Matt Nelson
Print Name: MATT NELSON
Robert G. Smith
Print Name: Robert G. Smith

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Sharon Caputo
Name: Sharon Caputo
Title: President

{SEAL}



STATE OF FLORIDA)
)SS.:
COUNTY OF Palm Beach)

The foregoing was acknowledged before me this 9 day of December, 2008 by Sharon Caputo as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:
8/7/2012

Christina Mandigo-Leas
NOTARY PUBLIC,
State of Florida at Large
Print name: Christina Mandigo-Leas

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2126663
OR BK 02370 PG 0927
Pg 0927 - 935f (9pgs)
RECORDED 01/26/2009 11:51:17 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

**SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Sixth Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds any Units (as defined in the Declaration) in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of the Association or any Unit Owner (as defined in the Declaration) or mortgagee, adopt and record an amendment to the Declaration for the purpose of correcting a defect, error or omission in and of the Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without limiting the generality of the foregoing in any way, and except as prohibited by the Act (as defined in the Declaration) as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2008)), as long as Developer holds one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee (as defined in the Declaration) or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration to add the following provisions as required by prospective Institutional First Mortgagees.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Sixth Amendment.

2. Conflicts. In the event that there is a conflict between this Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth 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. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:

"HUD" means the United States Department of Housing and Urban Development.

"VA" means the United States Department of Veterans Affairs.

4. Transfer of Units. Section 16 of the Declaration is hereby deleted in its entirety and replaced with the following:

16. Transfer of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as Association exists, which provisions each Unit Owner covenants to observe:

16.1 Notice to Association. In the event of any sale, lease, gift or other transfer of a Unit, Unit Owner shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser, lessee, or other recipient of the Unit and such other information as Association may reasonably require.

16.2 Approval of Leases by Association. With respect to the leasing of a Unit, each Unit Owner shall comply with the following requirements:

16.2.1 Notice of Lease to Association. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association, in addition to those items required under Section 16.1, an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

16.2.2 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a lease of a Unit, Association at its election and without notice may approve or disapprove the lease. If Association disapproves the lease, Association shall proceed as if it had received the required notice on the date of such disapproval.

16.2.3 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the lessor to Association and any lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt thereof.

16.2.4 Certificate of Approval for Leases. Within fifteen (15) days after receipt of such notice and information pertaining to a lease, Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

16.3 Disapproval of Leases by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the lease and the Unit Owner may not lease the Unit to the intended lessee for whom the Unit Owner sought approval.

16.4 Mortgage. No Unit Owner may mortgage his or her Unit or any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

16.5 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 16 shall not apply to Developer.

16.6 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

16.7 Notice of Lien or Suit.

16.7.1 Notice of Lien. Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such a lien.

16.7.2 Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

16.7.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

5. Fannie Mae and HUD/VA Provisions. Section 47 of the Declaration is hereby deleted in its entirety and replaced with the following:

47. Fannie Mae and HUD/VA Provisions. So long as and to the extent required in connection with previously made and existing Fannie Mae and/or HUD/VA financing of the purchase of a Condominium Parcel, the following provisions shall supersede other provisions herein to the contrary.

47.1 Eligible Mortgage Holders. The term "Eligible Mortgage Holder", "Insurer" or "Guarantor" shall mean a holder, insurer or guarantor, respectively, of a first mortgage on a Unit in the Condominium that has submitted a written request to Association (i) to be notified of any proposed action requiring the consent of a specified percentage of those holders, insurers or guarantors, (ii) stating the name and address of the entity requesting the information and (iii) stating the Unit number or address of the Unit on which such mortgage holder, insurer or guarantor has the mortgage.

47.2 Notice Rights of Eligible Mortgage Holders, Insurers or Guarantors. Eligible Mortgage Holders, Insurers or Guarantors of a first mortgage on a Unit in the Condominium have, upon written request, the right to timely written notice of:

47.2.1 Any proposed amendment to the Condominium Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in Association allocated to each Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted;

47.2.2 Any proposed termination of the Condominium;

47.2.3 Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit secured by a mortgage;

47.2.4 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage;

47.2.5 Any lapse, cancellation, or material modification of any insurance policy maintained by Association; and

47.2.6 Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders, Insurers or Guarantors or Institutional First Mortgagees.

47.3 Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of Institutional First Mortgagees must be legally binding with respect to the Condominium by virtue of the Condominium Documents, applicable law or otherwise:

47.3.1 Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, is obtained.

47.3.2 Any action to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must be agreed to by Institutional First Mortgagees or Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Institutional First Mortgagees or Eligible Mortgage Holders are allocated.

47.3.3 Unless the formula for reallocation of interest in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be affected without the approval of the Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

47.4 Additional Provisions for Termination of Condominium and Amendment to Condominium Documents. The provisions of this Section 47.4 do not apply to amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in Section 47.3 hereof.

47.4.1 The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium.

47.4.2 The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provision of Condominium Documents or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following and/or any items listed as material provisions in Section 601.03 of Part VIII (Project Standards), Chapter 6 (Legal Requirements) of the Fannie Mae Selling Guide dated as of April 30, 1993 (as may be amended):

47.4.2.1 Voting;

47.4.2.2 Assessments, assessment liens, or the subordination of such liens;

47.4.2.3 Reserves for maintenance, repair and replacement of the Common Elements;

- 47.4.2.4 Insurance or Fidelity Bonds;
- 47.4.2.5 Right to use of the Common Elements;
- 47.4.2.6 Responsibility for maintenance and repair of the separate portions of the Condominium;
- 47.4.2.7 Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- 47.4.2.8 Boundaries of any Unit;
- 47.4.2.9 The interest in the Common Elements or Limited Common Elements;
- 47.4.2.10 Convertibility of Units into Common Elements or of Common Elements into Units;
- 47.4.2.11 Leasing of Units;
- 47.4.2.12 Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium; or
- 47.4.2.13 Establishment of self-management by Association where professional management has been in place.

47.4.3 The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Condominium Documents which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

47.5 Implied Approval. With regard to approvals required under Section 47.3 and Section 47.4 hereof, implied approval will be assumed when an Institutional First Mortgagee or Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

47.6 Failure to Pay Assessments. Assessments against a Unit are the personal obligation of the Owner who owned the Unit at the time the Assessment became due and should not pass to successors in title unless the successor in title agrees to assume the obligation, or if required under applicable law. Successors in title, regardless of how title was acquired, are liable for Assessments which come due while a Unit Owner.

47.7 Insurance Coverages. Association must maintain insurance coverage required by law, such as workmen's compensation insurance. Without limiting or diminishing the responsibilities of the mortgagee under the HUD mortgage insurance contract to obtain and maintain insurance in an amount sufficient to protect the security against the risk or hazards to which the property may be subjected, Association is required to maintain adequate blanket hazard insurance, property insurance, liability insurance, flood insurance (if required), fidelity bond coverage and workmen's compensation insurance. Association shall comply with all of the insurance requirements set forth in Section 14 of Appendix 24 of HUD Handbook 4265.1, dated as of December 1980, as amended from time to time.

47.8 Rights of Action. Aggrieved Unit Owners and Association shall have rights of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or the decisions made by Association. Unit Owners shall have similar rights of action against Association.

47.9 Reserves. Notwithstanding anything to the contrary set forth in Section 10.5 of this Declaration, Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of

improvements to the Common Elements as required by the Act, which funds shall be maintained out of regular assessments for Common Expenses.

47.10 Ingress and Egress to Unit. Each Unit Owner has an unrestricted and perpetual right of ingress and egress to his/her Unit. This right passes with each Unit as transfers of ownership of each Unit occur.

47.11 Leases. All leases for the leasing of Units must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Condominium Documents. Unit Owners may not enter into a lease for a term of less than six (6) consecutive months.

47.12 Availability of Documents. During normal business hours, Association shall be required to make available to prospective purchasers, Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Condominium Documents, and the most recent annual audited financial statement, if such is prepared. In addition to the items listed, Association shall be required to make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of rules governing the Condominium, and other books, records and financial statements of Association. The requirement to make documents available shall not be interpreted as a requirement to provide copies at no charge. In the event that copies of the documents are requested, Association may charge for the reasonable costs of copying the documents requested.

47.13 Audited Financial Statements. Upon written request from any of the agencies or corporations which have an interest or prospective interest in a Unit in the Condominium, Association shall be required to prepare and furnish within a reasonable time an audited financial statement of Association for the immediately preceding fiscal year. Such audited financial statements shall be available within one hundred twenty (120) days of Association's fiscal year end.

47.14 Contracts or Leases. Without limiting any applicable requirements set forth in the Act, Association may enter into the following types of agreements so long as Association has a right of termination thereof which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days notice to the other party and any such agreements are for a specific term (*i.e.*, not indefinite):

47.14.1 Any management contract, employment contract or lease of recreational or parking areas or facilities;

47.14.2 Any contract or lease, including franchises and licenses, to which a Developer is a party.

47.15 Developer as Owner. Notwithstanding the Turnover Date requirements set forth in the By-Laws, Developer has the right as a Unit Owner to exercise the votes allocated to Units which Developer owns; provided, however, Developer is subject to the voting restrictions set forth in Section 718.301 of the Florida Statutes.

47.16 Transition Committee. Developer will create a transition committee to provide for and foster early participation of Unit Owners in the management of the Condominium.

47.17 Easement for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist for as long as the encroachment exists so long as the physical boundaries of the Units are in substantial accord with the description of those that appear in this Declaration.

47.18 Right of First Refusal. Unit Owners may transfer Units free of any right of first refusal restrictions.

47.19 Ownership. Each Unit Owner shall receive a fee simple estate in their respective Unit, along with an undivided share in the Common Elements and the exclusive use of certain Limited Common Elements, as set forth in this Declaration. Any conveyance of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

47.20 Right of Entry Upon Units and Limited Common Elements. Association shall have the irrevocable right to enter upon any Unit and Limited Common Elements to effect emergency repairs, and an irrevocable reasonable right of entry thereupon to perform other repairs, improvements, replacement or maintenance deemed necessary.

47.21 Common Expenses. Without limiting the definition of Common Expenses in Section 2 of this Declaration, HUD requires that the definition of Common Expenses mean expenditures made or liabilities incurred by or on behalf of Association, together with assessments for the creation and maintenance of reserves.

47.22 Foreclosure and Extinguishment of Subordinate Lien. To the extent permitted by Florida law and notwithstanding anything in this Declaration to the contrary, a lien for Assessments pursuant to Section 11.4 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure by an Institutional First Mortgagee of a first mortgage shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due.

47.23 Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit in any proceedings, negotiations, settlements or agreements regarding respecting or relating to the settlement on any insurance claims or condemnation awards.

47.24 Allocation of Proceeds. Any and all losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Condominium, or from the termination or dissolution of Association, shall be payable to Association, or to the insurance trustee, for the benefit of the Unit Owners and their mortgage holders. The distribution of funds to Unit Owners in connection with the termination of the Condominium should be based on each Unit Owner's share of the undivided percentage interest in the Common Elements and Common Surplus as described in Section 5.1 of this Declaration.

47.25 Additional Rights of Association. In addition to other rights that Association has, Association has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

47.26 Each Unit Subject to Condominium Documents. All Units in the Condominium, regardless of whether owned by Developer or a third party, shall be governed by and shall comply with the terms of the Condominium Documents.

6. Modification. Except as the Declaration is amended by this Sixth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

7. Covenant. This Sixth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 21st day of January, 2009.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name:

Print Name:

Sandy Chen

LORIE MOCCIA

By:

Name:

Title:

Carlos Gonzalez
Vice-President

STATE OF FLORIDA)

COUNTY OF

Miami-Dade

) SS.:

The foregoing instrument was acknowledged before me this 21st day of January, 2009 by Carlos Gonzalez as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:



NOTARY PUBLIC, State of Florida

Print name:

Teresa A. Baluyo

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Sixth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Sixth Amendment as Condominium Association has no right to approve the Sixth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23 day of January, 2009.

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

E. De La Vega
Print Name: E. De La Vega
M. A. Nelson
Print Name: M. A. Nelson

By: Sharon Caputo
Name: Sharon Caputo
Title: President

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:



[SEAL]

The foregoing instrument was acknowledged before me this 23 day of January, 2009 by Sharon Caputo, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

8/7/2012

Christina Mandigo-Leas
NOTARY PUBLIC, State of Florida at Large
Print Name: Christina Mandigo-Leas

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141


INSTR # 2133080
OR BK 02376 PG 1978
Pgs 1978 - 19801 (3pgs)
RECORDED 03/04/2009 09:52:43 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Seventh Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds any Units (as defined in the Declaration) in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of the Association or any Unit Owner (as defined in the Declaration) or mortgagee, adopt and record an amendment to the Declaration for the purpose of correcting a defect, error or omission in and of the Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without limiting the generality of the foregoing in any way, and except as prohibited by the Act (as defined in the Declaration) as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2008)), as long as Developer holds one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee (as defined in the Declaration) or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration to add the following provisions as required by prospective Institutional First Mortgagees.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Seventh Amendment.

2. Conflicts. In the event that there is a conflict between this Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh 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. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Section 10.5 Reserve Funds. Section 10.5 of the Declaration is hereby amended as follows:

10.5 Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. ~~Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations as set forth in the Act.~~

5. Modification. Except as the Declaration is amended by this Seventh Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This Seventh Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 27th day of February, 2009.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: [Signature]

By: [Signature]

Name: Carlos Gonzalez

Title: Vice President

Print Name: Miguel Anila

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

SS.:

The foregoing instrument was acknowledged before me this 27th day of February, 2009 by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: [Signature]



JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Seventh Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Seventh Amendment as Condominium Association has no right to approve the Seventh Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 27th day of February, 2009.

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name:

[Signature]
[Signature]
Print Name: Miguel Anula

By:

Name:

Title: President

[Signature]
Maria C. Herrera

[SEAL]

STATE OF FLORIDA

COUNTY OF Miami Dade

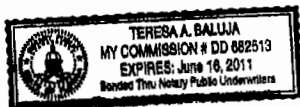
SS.:

The foregoing instrument was acknowledged before me this 27th day of February, 2009 by Maria C. Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name:



THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141


INSTR # 2145163
OR BK 02388 PG 2644
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RECORDED 05/06/2009 10:16:10 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

**EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Eighth Amendment**") is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), creating Woodmill Pond Condominium (the "**Condominium**"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "**First Amendment**"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "**Second Amendment**"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "**Third Amendment**"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "**Fourth Amendment**"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "**Fifth Amendment**"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "**Sixth Amendment**"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "**Seventh Amendment**"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment shall hereinafter be collectively referred to as the "**Declaration**."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Eighth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Architectural Control. The following language is hereby added as Section 8.5 of the Declaration:

8.5. Government Approval. Each Unit Owner acknowledges and agrees that Board approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Unit Owner of the obligation to obtain necessary governmental approvals at such Unit Owner's sole cost and expense. Additionally, in the event any governmental authority denies a Unit Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the Board previously approved the Unit Owner's planned alterations or improvements by certificate or otherwise). Decisions of the Board with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of the Condominium and such decisions shall not be deemed a waiver of a Unit Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Unit Owner, with or without Board approval, constructs any improvements or makes any changes to his or her Unit without the required governmental permits or approvals, such Unit Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent a Unit Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Unit Owner to repair, remove or reconstruct any unapproved improvement at the Unit Owner's sole and absolute cost, and in the event such Unit Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Unit Owner as an Individual Assessment. Each Unit Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Unit caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

5. Recording and Priority of Lien. Section 11.5 of the Declaration is hereby modified as follows:

11.5 Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating

the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorneys' fees, paraprofessional fees, advances to pay taxes and prior encumbrances and interest thereon, if any, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. Unless otherwise provided pursuant to Florida Statutes, the lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in the Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

6. Developer Loans to Association. Section 11.10.2 of the Declaration is hereby modified as follows:

11.10.2 No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association. By way of example, and without limiting the foregoing, if Developer has funded a greater amount than required under this Section, including, but not limited to, loaning Association uncollected Assessments due from Unit Owners which are not timely paid, Association shall refund such amount(s) to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined).

7. Acceleration. The following language is hereby added to the Declaration as Section 11.13:

11.13 Acceleration. To the extent permitted by the Act, in the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due by such delinquent Unit Owner for up to the next ensuing twelve (12) month period.

8. Insurance. Section 12.9 of the Declaration is hereby modified as follows:

12.9 Unit Owners Personal Coverage. ~~Unit Owners should~~ shall obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s) and storage space(s), if applicable, including, but not limited to, their personal property (including all personal property kept in or on the Limited Common Elements), all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment,

air conditioner air handling equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Additionally, insurance policies issued to individual Unit Owners shall, to the extent required by the Act, include special assessment coverage and shall name Association as an additional named insured. Association may, in its sole and absolute discretion, but in no event more than once per year, require each Unit Owner to provide evidence of a currently effective policy of hazard and liability insurance on their respective Unit. Upon the failure of a Unit Owner to provide a certificate of insurance regarding insurance required by the Act, if any, issued by an insurer approved to write such insurance in the State of Florida within thirty (30) days following the date upon which a written request is delivered by Association, Association may, but shall not be obligated to, purchase a policy of insurance on behalf of a Unit Owner, the cost of which may be charged by Association as an Individual Assessment against such Unit Owner. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association with respect to the Common Elements, Association Property and/or Association liability shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage space(s), if any. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires to the extent required by the Act or otherwise, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

9. Leases. Section 15.12 of the Declaration is hereby modified as follows:

15.12 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or if it does not provide; shall be automatically deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration (and including all Exhibits hereto) and with the Rules and/or any other rules or regulations adopted by the Association from time to time (before or after execution of the lease), (ii) Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, the Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association, and (iii) Association shall have the unilateral right to collect all rental payments due to Owner and apply the same against Assessments. In furtherance of such Association right, each Unit Owner hereby acknowledges and agrees that any and all leases entered into by such Unit Owner in connection with his or her Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Unit Owner leasing his or her Unit is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Unit Owner's tenant(s) (or other party in possession of the Unit); and/or (ii) pursuing any and all legal remedies available against such Unit Owner and/or such Unit Owner's tenant(s) including, but not limited to, actions for eviction of such Unit Owner's tenant(s). Unit Owners are responsible for providing to their tenants copies of all such Association documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16 hereof. No Unit may be leased more than two (2) times in any twelve (12) month period. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on a tenant (in an amount not to exceed the amount permitted by the Act). As a condition to the approval by Association of a proposed lease of

a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.12 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to person or property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 16 hereof.

10. Pets. Section 15.16 of the Declaration is hereby modified as follows:

15.16. Pets. Each Unit may house up to two (2) animals, in the aggregate, which ~~may only be domestic cats and/or dogs with a weight of not more than fifty (50) pounds in the aggregate, unless such animals are of a breed prohibited by County, City or any other ordinance. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets or other animals shall be left unattended in or on the balcony, patio, terrace or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet or animal owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. Each Unit Owner shall be responsible for the activities of the Unit Owner's and/or respective Unit Owner's tenants' pet(s).~~ The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section.

11. Fines and Suspensions. The following language is hereby added to the Declaration as Sections 17.5 and 17.6, respectively:

17.5 Fines and Suspensions. Unless prohibited by the Act, Association may suspend, for reasonable periods of time, the rights of a Unit Owner or a Unit Owner's tenants, guests, licensees and/or invitees, to use the Common Elements, Association Property, common facilities and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by the Act, against a Unit Owner, tenants, guests, licensees and/or invitees, for failure to comply with any provision of this Declaration. A fine or suspension may be imposed without notice where a Unit Owner or a Unit Owner's tenants, guests, licensees and/or invitees have failed to pay any amounts due to Association. If such a fine or suspension is imposed, Association must levy such fine or suspension at a properly noticed meeting of the Board and notify the Unit Owner (and if applicable, such Unit Owner's tenants, guests, licensees and/or invitees) by mail or hand delivery after the imposition of such fine or suspension. If required by the Act, no other fines or suspensions may be imposed without reasonable notice to the person sought to be fined or suspended (*i.e.*, the Unit Owner or such Unit Owner's tenants, guests, licensees and/or invitees) and an opportunity for a hearing before a committee of other Unit Owners who are not

Board Members nor persons residing in a Board Members' Unit (the "Violations Committee"). If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Unit Owner, tenants, guests, licensees and/or invitees and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

17.6 Suspension of Voting Rights. Unless prohibited by the Act, Association may suspend the voting rights of any Unit Owner who is delinquent in the payment of Assessments, fines or other charges payable to Association in excess of ninety (90) days.

12. Association's Obligation to Cooperate. The following language is hereby added to the Declaration as Sections 22.5, 22.6 and 22.7, respectively:

22.5 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, so long as Developer holds any Units for sale in the ordinary course of business, Developer shall have the unilateral right to control the operation of the Condominium gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer.

22.6. Approval by Developer. So long as Developer holds any Units for sale in the ordinary course of business, the following actions may not be taken without Developer's written approval: (i) assessment of Developer as a Unit Owner for capital improvements; and (ii) action by Association that would be detrimental to the sales of Units by Developer. Additionally, in order to prevent detriment to sales of Units by Developer, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

22.7. Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with the sale of Units and the development of the Condominium. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control pursuant to Florida law including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

13. Covenant. This Eighth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 23rd day of April, 2009.

WITNESSES:

Maria Gonzalez
Print Name: Maria Gonzalez
Janice Juncu
Print Name: Janice Juncu

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 23rd day of April, 2009 by Carlos Gonzalez, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print name: Teresa A Baluja

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Eighth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Eighth Amendment as Condominium Association has no right to approve the Eighth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of April, 2009

WITNESSES:

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Maria Gonzalez
Print Name: Maria Gonzalez
Janile Juncos
Print Name: Janile Juncos

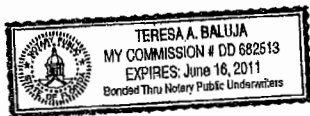
By: [Signature]
Name: Maria C. Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF)
Miami Dade

The foregoing instrument was acknowledged before me this 23rd day of April, 2009 by Maria C. Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name Teresa A. Baluja

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141


INSTR # 2150234
OR BK 02394 PG 0145
Pgs 0145 - 1481 (4pgs)
RECORDED 06/04/2009 09:46:16 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

**NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Ninth Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "Seventh Amendment"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "Eighth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds any Units (as defined in the Declaration) in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of the Association or any Unit Owner (as defined in the Declaration) or mortgagee, adopt and record an amendment to the Declaration for the purpose of correcting a defect, error or omission in and of the Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without limiting the generality of the foregoing in any way, and except as prohibited by the Act (as defined in the Declaration) as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2008)), as long as Developer holds one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee (as defined in the Declaration) or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more

institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration to add the following provisions as required by prospective Institutional First Mortgagees.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Ninth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Notice Rights of Eligible Holders, Insurers or Guarantors. The following language is hereby added to the Declaration as Section 47.2.6:

47.2.6 Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders, Insurers or Guarantors or Institutional First Mortgagees.

5. Additional Provisions for Termination of Condominium and Amendment to Condominium Documents. The following language is hereby added to the Declaration as Section 47.4.2.14 of the Declaration:

47.4.2.14 Any other amendment of a material and adverse nature to Eligible Mortgage Holders.

6. Implied Approval. The following language is hereby added to Section 47.5 of the Declaration:

47.5 Implied Approval. With regard to approvals required under Section 47.3 and Section 47.4 hereof, and in connection with Fannie Mae loans, implied approval will be assumed when an Institutional First Mortgagee or Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

7. Failure to Pay Assessments. The following language is hereby added to Section 47.6 of the Declaration:

47.6 Failure to Pay Assessments. Assessments against a Unit are the personal obligation of the Owner who owned the Unit at the time the Assessment became due and should not pass to successors in title unless the successor in title agrees to assume the obligation, or if required under applicable law. Successors in title, regardless of how title was acquired, are liable for Assessments which come due while a Unit Owner. This Section 47.6 shall be applicable to HUD and VA financing only.

8. Foreclosure. Section 47.22 of the Declaration is hereby deleted in its entirety and replaced with the following language

47.22 Foreclosure. Notwithstanding anything in this Declaration to the contrary, with respect to HUD financing of the purchase of a Condominium Parcel to the extent permitted by law, a lien for Assessments pursuant to Section 11.4 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage by an Institutional Lender shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due. With respect to Fannie Mae financing of the purchase of a Condominium Parcel, any Institutional Lender who obtains title to a Condominium Parcel pursuant to the remedies in the mortgage or through

foreclosure will not be liable for more than six (6) months of the Condominium Parcel's unpaid Assessments or charges accrued before acquisition of the title to the Condominium Parcel by the Institutional Lender. If the Association's lien priority includes costs of collecting unpaid Assessments, the lender will be liable for any fees for costs related to the collection of such unpaid Assessments.

9. First Mortgagee's Rights Confirmed. The following language is hereby added to the Declaration as Section 47.27:

47.27 First Mortgagee's Rights Confirmed. No provision of the Condominium Documents shall give a Unit Owner or other party priority over any rights of the Institutional First Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

10. Modification. Except as the Declaration is amended by this Ninth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

11. Covenant. This Ninth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 26th day of May, 2009.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Michael Freshman

Print Name: Victor Recardo

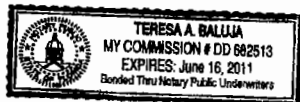
By: [Signature]
Name: Carlos Gonzalez
Title: VP

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 28th day of May, 2009 by Carlos Gonzalez, as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
Print Name: Teresa A. Baluja



JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Ninth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Ninth Amendment as Condominium Association has no right to approve the Ninth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of May, 2009

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

[Signature]
Print Name: Andgele Buell
[Signature]
Print Name: Vicki Recondo

By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 28th day of May, 2009 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Shawna Cruz



THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2211245
OR BK 02454 PG 2432
Pgs 2432 - 2435 (4pgs)
RECORDED 05/19/2010 09:05:34 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Bettineschi

**TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "**Tenth Amendment**") is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "**Original Declaration**"), creating Woodmill Pond Condominium (the "**Condominium**"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "**First Amendment**"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "**Second Amendment**"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "**Third Amendment**"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "**Fourth Amendment**"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "**Fifth Amendment**"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "**Sixth Amendment**"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "**Seventh Amendment**"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "**Eighth Amendment**"). On June 4, 2009, Developer recorded that certain Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2394, at Page 145 of the Public Records of Martin County, Florida (the "**Ninth Amendment**"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment shall hereinafter be collectively referred to as the "**Declaration**."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds any Units (as defined in the Declaration) in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of the Association or any Unit Owner (as defined in the Declaration) or mortgagee, adopt and record an amendment to the Declaration for the purpose of correcting a defect, error or omission in and of the Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Tenth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Delinquency and Default. The following language is hereby added after the final sentence of Section 11.1 of the Declaration:

Further, Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty five dollars (\$25) or five percent (5%) of each installment of the Assessments for each delinquent installment that the payment is late. Any payment received by Association shall be applied first to any interest accrued by Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments.

5. Personal Liability of Unit Owner. Section 11.2 of the Declaration is hereby modified as follows:

11.2 Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on and late fees charged in connection with such delinquent charges, Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon, including reasonable attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

6. Lien for Assessment. Section 11.4 of the Declaration is hereby modified as follows:

11.4 Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs pre-trial and at all levels of proceedings, including appeals, which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances, and (4) late fees charged by the Association in connection with delinquent Assessments, as set forth above. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a

mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

7. Modification. Except as the Declaration is amended by this Tenth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

8. Covenant. This Tenth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 25 day of March, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Yamile Junco
Print Name: YAMILE JUNCO

Angel Rodriguez
Print Name: Angel Rodriguez

CS
By: Carlos Gonzalez
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 25th day of March, 2010 by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced as identification.

My commission expires:



Teresa Baluja
NOTARY PUBLIC, State of Florida
Print Name: Teresa Baluja

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Tenth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Tenth Amendment as Condominium Association has no right to approve the Tenth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of March, 2010

WITNESSES:

[Signature]
Print Name: YAMILE JUNCO

[Signature]
Print Name: Angel Rodriguez

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 25th day of March, 2010 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Teresa Baluja

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2212516
OR BK 02456 PG 0399
Pgs 0399 - 412 (14pgs)
RECORDED 05/25/2010 02:36:42 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

**ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Eleventh Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "Seventh Amendment"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "Eighth Amendment"). On June 4, 2009, Developer recorded that certain Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2394, at Page 145 of the Public Records of Martin County, Florida (the "Ninth Amendment"). On May 19, 2010, Developer recorded that certain Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2454, at Page 2432 of the Public Records of Martin County, Florida (the "Tenth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds one or more Units (as defined in the Declaration) for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Eleventh Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate. The as-built building plan for building five (5) attached hereto as Exhibit A is hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as the Declaration is amended by this Eleventh Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This Eleventh Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 21st day of MAY, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Rita Rodriguez
Print Name: Rita Rodriguez

Julio A. Neria
Print Name: Julio A. Neria

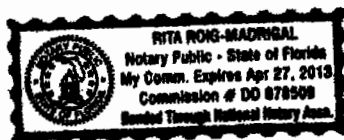
By: [Signature]
Name: Miguel Avila
Title: Authorized Agent

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of MAY, 2010 by Miguel Avila, as Authorized Agent of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: _____



JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Eleventh Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Eleventh Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Eleventh Amendment as Condominium Association has no right to approve the Eleventh Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of May, 2010

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

Rita Rodriguez Madrigal
Print Name: Rita Rodriguez Madrigal

Julio A. Neira
Print Name: Julio A. Neira

By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
COUNTY OF DADE) SS.:

The foregoing instrument was acknowledged before me this 21st day of May, 2010 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: _____

EXHIBIT A

Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate for Building 5

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141


INSTR # 2218069
OR BK 02461 PG 1207
Pgs 1207 - 1220 (14pgs)
RECORDED 04/24/2010 04:33:05 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

**TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Twelfth Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "Seventh Amendment"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "Eighth Amendment"). On June 4, 2009, Developer recorded that certain Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2394, at Page 145 of the Public Records of Martin County, Florida (the "Ninth Amendment"). On May 19, 2010, Developer recorded that certain Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2454, at Page 2432 of the Public Records of Martin County, Florida (the "Tenth Amendment"). On May 25, 2010, Developer recorded that certain Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2456, at Page 399 of the Public Records of Martin County, Florida (the "Eleventh Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds one or more Units (as defined in the Declaration) for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Twelfth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate. The as-built graphics for building six (6) attached hereto as Exhibit A is hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as the Declaration is amended by this Twelfth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

6. Covenant. This Twelfth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 22nd day of June, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: PEPPO PORTELA
Print Name: OSCAR SANCHEZ

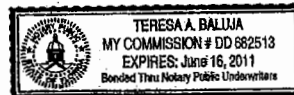
By: [Signature]
Name: Miguel Portela
Title: Authorized Agent

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 22nd day of June, 2010 by Miguel Portela, as Authorized Agent of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced [Signature] as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
Print Name: TERESA BALUJA



JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Twelfth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Twelfth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Twelfth Amendment as Condominium Association has no right to approve the Twelfth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of June, 2010

WITNESSES:

Print Name: Oscar Sanchez

Print Name: Fernando Portera

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 22nd day of June, 2010 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa A. Baluja



EXHIBIT A

Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate for Building 6

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2224775
DR BK 02467 PG 2879
Pgs 2879 - 2893 (15pgs)
RECORDED 07/30/2010 01:06:34 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY P Tyson

**THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Thirteenth Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "Seventh Amendment"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "Eighth Amendment"). On June 4, 2009, Developer recorded that certain Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2394, at Page 145 of the Public Records of Martin County, Florida (the "Ninth Amendment"). On May 19, 2010, Developer recorded that certain Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2454, at Page 2432 of the Public Records of Martin County, Florida (the "Tenth Amendment"). On May 25, 2010, Developer recorded that certain Eleventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2456, at Page 399 of the Public Records of Martin County, Florida (the "Eleventh Amendment"). On June 24, 2010, Developer recorded that certain Twelfth Amendment to

Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2461, at Page 1207 of the Public Records of Martin County, Florida (the "Twelfth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds one or more Units (as defined in the Declaration) for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Thirteenth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate. The as-built graphics for building seven (7) attached hereto as Exhibit A are hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as the Declaration is amended by this Thirteenth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

6. Covenant. This Thirteenth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 29th day of July, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Rita Roig

By: [Signature]

Name: Carlos Gonzalez

Print Name: Carolina Herrera

Title: VP

STATE OF FLORIDA)

COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 29th day of July, 2010 by Carlos Gonzalez, as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC, State of Florida

Print Name: Teresa Baluja

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Thirteenth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Thirteenth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Thirteenth Amendment as Condominium Association has no right to approve the Thirteenth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29th day of July, 2010

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: Rita Raig

By: [Signature]

Name: Maria Carolina Herrera

Print Name: OLGA ALVAREZ-HERNANDEZ

Title: President

[SEAL]

STATE OF FLORIDA)

SS.:

COUNTY OF)

Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of July, 2010 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:



NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa Baluja

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 2227351
OR BK 02470 PG 1848
Pgs 1848 - 18621 (15pgs)
RECORDED 08/17/2010 10:19:27 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

**FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WOODMILL POND CONDOMINIUM**

THIS FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODMILL POND CONDOMINIUM (this "Fourteenth Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined by WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Woodmill Pond Condominium on July 26, 2007 in Official Records Book 2266, at Page 2372 of the Public Records of Martin County, Florida (the "Original Declaration"), creating Woodmill Pond Condominium (the "Condominium"). On December 17, 2007, Developer recorded that certain First Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2297, at Page 1804 of the Public Records of Martin County, Florida (the "First Amendment"). On July 10, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2339, at Page 1214 of the Public Records of Martin County, Florida, which document was re-recorded on July 31, 2008 in Official Records Book 2343, at Page 522 of the Public Records of Martin County, Florida (collectively, the "Second Amendment"). On September 25, 2008, Developer recorded that certain Third Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2352, at Page 1188 of the Public Records of Martin County, Florida (the "Third Amendment"). On October 15, 2008, Developer recorded that certain Fourth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2355, at Page 2281 of the Public Records of Martin County, Florida (the "Fourth Amendment"). On January 13, 2009, Developer recorded that certain Fifth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2368, at Page 1947 of the Public Records of Martin County, Florida (the "Fifth Amendment"). On January 26, 2009, Developer recorded that certain Sixth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2370, at Page 927 of the Public Records of Martin County, Florida (the "Sixth Amendment"). On March 4, 2009, Developer recorded that certain Seventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2376, at Page 1978 of the Public Records of Martin County, Florida (the "Seventh Amendment"). On May 6, 2009, Developer recorded that certain Eighth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2388, at Page 2644 of the Public Records of Martin County, Florida (the "Eighth Amendment"). On June 4, 2009, Developer recorded that certain Ninth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2394, at Page 145 of the Public Records of Martin County, Florida (the "Ninth Amendment"). On May 19, 2010, Developer recorded that certain Tenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2454, at Page 2432 of the Public Records of Martin County, Florida (the "Tenth Amendment"). On May 25, 2010, Developer recorded that certain Eleventh Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2456, at Page 399 of the Public Records of Martin County, Florida (the "Eleventh Amendment"). On June 24, 2010, Developer recorded that certain Twelfth Amendment to

Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2461, at Page 1207 of the Public Records of Martin County, Florida (the "Twelfth Amendment"). On July 30, 2010, Developer recorded that certain Thirteenth Amendment to Declaration of Condominium for Woodmill Pond Condominium in Official Records Book 2467, at Page 2879 of the Public Records of Martin County, Florida (the "Thirteenth Amendment"). The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment shall hereinafter be collectively referred to as the "Declaration."

B. Pursuant to Section 6.2 of the Declaration, as long as Developer holds one or more Units (as defined in the Declaration) for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to the Declaration.

C. Developer is currently offering Units for sale in the ordinary course of business and desires to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourteenth Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate. The as-built graphics for building one (1) attached hereto as Exhibit A are hereby added to Exhibit 2 of the Declaration.

5. Modification. Except as the Declaration is amended by this Fourteenth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

6. Covenant. This Fourteenth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 12th day of August, 2010.

WITNESSES:

[Signature]
Print Name: PERNO PORTELA

[Signature]
Print Name: Rita Roig

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 12th day of August, 2010 by Carlos Gonzalez, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida

Print Name: Teresa Baluja



JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. ("Condominium Association"), does hereby join in the Fourteenth Amendment to Declaration of Condominium for Woodmill Pond Condominium (the "Fourteenth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Condominium Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Fourteenth Amendment as Condominium Association has no right to approve the Fourteenth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12th day of August, 2010

WITNESSES:

WOODMILL POND CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: Pedro Pournet

Print Name: Rita Roy

By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 12th day of August, 2010 by Maria Carolina Herrera, as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print Name: Teresa Baluja



EXHIBIT A

Plot Plan, Building Plan and Floor Plans with Surveyor's Certificate for Building 1