

11/15/2006 09:34:22AM

1. **INCORPORATION OF RECITALS.** The Declarant affirms and ratifies that the above recitals are true and correct and incorporates their terms and provisions herein for all purposes.
2. **AMENDMENT TO SECTION 2.2.** Section 2.2 of the Declaration is hereby amended and shall hereinafter, unless and until further amended, provide as follows:

2.2 Use. No Lot shall be used for any purpose except for residential. The term "residential" is intended to prohibit any commercial or Institutional use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designated for residential use, with attached private garages, or detached private garages, guest houses, barns, stables, or storage facilities which have been approved by the ARB and are consistent with the primary residential use of the Property. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Dwelling Units as models or offices. All Dwelling Units shall be constructed on site, and mobile homes and modular homes are not permitted on the Property, except sales offices of the Declarant. The foregoing is not intended to prohibit the use of a Dwelling Unit for a "home occupation" as otherwise permitted by local land use regulations. Notwithstanding the foregoing, no such use may be made which employs more than one person who is not a full time resident of the Dwelling Unit from which the home occupation is conducted, and no such home occupation may increase traffic within the Property, whether as the result of regular deliveries of goods or services or traffic of customers. The ARB may permit the construction of a barn upon a Lot prior to construction of the Dwelling Unit.

3. **AMENDMENT TO SECTION 3.9.** Section 3.9 of the Declaration is hereby amended and shall hereinafter, unless and until further amended, provide as follows:

3.9 Equestrian Easement. There is hereby reserved to the Declarant, to each Owner, and to Permitted Users, and to each Owner and all Permitted Users as those terms are defined in the Declaration of Covenants and Restrictions for the Highlands at Oak Hill recorded in OR Book 7 at Page 25, Public Records of Sumter County, Florida, an easement to, over and upon the portion of the Common Areas designated for equestrian uses by the Association, and upon all portions of the Right-of-Way Easement Area (the "Equestrian Easement"). No Owner may erect any fence, hedge, gate obstruction, or other improvement within the Equestrian Easement without the express consent of the ARB. The Equestrian Easement as so designated may be used by the Declarant, Owners, Permitted Users and each Owner and all Permitted Users as those terms are defined in the Declaration of Covenants and Restrictions for the Highlands at Oak Hill as recorded in OR Book 7 at Page 25, Public Records of Sumter County, Florida, for horseback riding, bike riding, walking, jogging or related activities, subject to such rules, regulations and restrictions for such use promulgated by the Association. Notwithstanding the foregoing the Association may limit or restrict the right of any Owner or Permitted Users, as the terms are defined in the Declaration of Covenants and Restrictions for the Highlands at Oak Hill recorded in OR Book 7, at Page 25, to use barns and stables included within the Equestrian Easement in recognition of the limited capacity of those facilities. Motorized vehicles shall not be permitted in the Equestrian Easement, except as required to perform upkeep and maintenance therein, and except for crossing of the same to access Lots. Any user of the Equestrian Easement, by virtue of using the easement reserved herein, agrees to indemnify and hold harmless Declarant, Association and any Owner from any and all claims,

damages, causes of action, suits or other matters arising out of, or related to, the user's use of the easement herein, or presence on the Property which is subject to this easement. All such users accept the risk of, and responsibility for, injuries, claims, and damages arising out of activities of the kind and nature contemplated hereby. Without limiting the foregoing, each Owner, by acceptance of a Deed to a Lot, agrees to, prior to making use of, or permitting any guest, tenant, invitee, or other Permitted User to make use of, the Equestrian Easement, execute or cause said Third Party to execute a written waiver of release in form approved by the Association as a pre-condition to use of the Equestrian Easement. The Association may, in addition to promulgating a form waiver and release, also promulgate reasonable rules and regulations for use of the Equestrian Easement. Any user of the Equestrian Easement, by use thereof, acknowledges receipt of the following warning.

WARNING

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

The Declarant reserves to itself the right to grant to third parties owning real property adjacent to the Property, or owning real property within subdivisions or developments adjacent to the Property, the right to use the Equestrian Easement upon such terms and conditions as are determined to be advisable by the Declarant.

4. **REAFFIRMATION.** Except as herein modified all the terms, covenants, and conditions of the Declaration are hereby reaffirmed and ratified.

DATED this 25th day of SEPTEMBER, 2006.

Signed and delivered in our presence as
witnesses:

Print Name: CHARLE TORRES

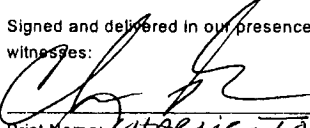
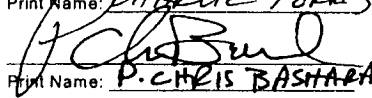
Print Name: P. CHRIS BASIMARA

LAND ASSOCIATES IV, L.L.C., A FLORIDA
LIMITED LIABILITY COMPANY

By: Kevin E. Brundage

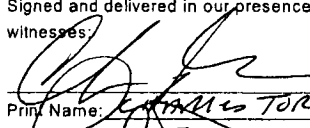
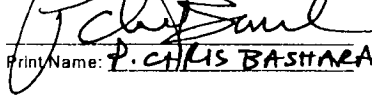
KEVIN E. BRUNDAGE
Its: Managing Member

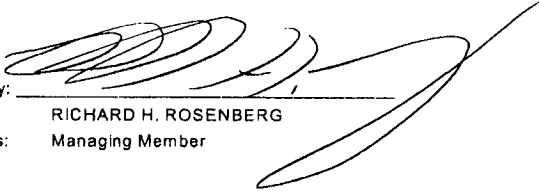
Signed and delivered in our presence as
witnesses:


Print Name: CHARLES TORRES

Print Name: P. CHRIS BASHARA

By: 
WILLIAM F. SCUTT
Its: Managing Member

Signed and delivered in our presence as
witnesses:


Print Name: CHARLES TORRES

Print Name: P. CHRIS BASHARA

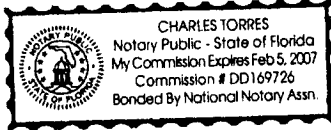
By: 
RICHARD H. ROSENBERG
Its: Managing Member

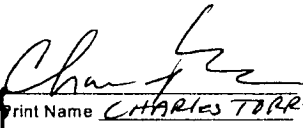
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing **THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT OAK HILL**, was acknowledged before me by **KEVIN E. BRUNDAGE, AS MANAGING MEMBER OF LAND ASSOCIATES IV, L.L.C.**, who is,

Personally known to me, OR
Produced _____ as identification.

Dated: this 25th day of SEPTEMBER, 2006.



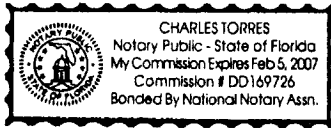

Print Name CHARLES TORRES
Notary Public, State of Florida
Commission Number _____
Commission Expires _____


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing **THIRD AMENDMENT DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT OAK HILL**, was acknowledged before me by **WILLIAM F. SCUTT**, AS **MANAGING MEMBER OF LAND ASSOCIATES IV, L.L.C.**, who is,

Personally known to me. OR
____ Produced _____ as identification.

Dated: this 25th day of SEPTEMBER, 2006



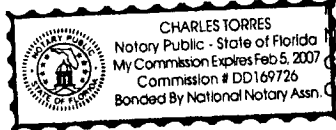

Print Name CHARLES TORRES
Notary Public, State of Florida
Commission Number _____
Commission Expires _____


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing **THIRD AMENDMENT DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT OAK HILL**, was acknowledged before me by **RICHARD H. ROSENBERG**, AS **MANAGING MEMBER OF LAND ASSOCIATES IV, L.L.C.**, who is,

Personally known to me. OR
____ Produced _____ as identification.

Dated: this 25th day of SEPTEMBER, 2006.




Print Name CHARLES TORRES
Notary Public, State of Florida
Commission Number _____
Commission Expires _____