

Return to: (enclose self-addressed stamped envelope)

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This Instrument Prepared by:

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
RETREAT AT LAKE CHARM**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RETREAT AT LAKE CHARM ("Second Amendment") is made this 15th day of February, 2018, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Retreat at Lake Charm in Official Records Book 8742, Page 1313, of the Public Records of Seminole County, Florida, as further amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration to reflect the Association's responsibility for the monitoring of wetland mitigation and for the perpetual maintenance of the Conservation Area, each a rule requirement of the Water Management District Permit; and

WHEREAS, Section 8, Subsection A of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do no materially impair the common plan of development of Retreat at Lake Charm; and

WHEREAS, as of the date of this Third Amendment, the Turnover Date has not occurred; and

WHEREAS, the amendment contained herein does not materially impair the common plan of development of Retreat at Lake Charm.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. Subsection E of Section II, Association Property, of Article II of the Declaration is hereby amended to read as follows:

E. Conservation Area. The "Conservation Area" is that portion of Retreat at Lake Charm shown on the Plat as Tract E, and which is reserved for or dedicated to the Association; **The Conservation Area shall be Association Property and is to be used, kept and maintained as such by the Association and the Owners within Retreat at Lake Charm, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration and the Water Management District Permit. Such Conservation Area shall be owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies for conservation purposes. Wetland mitigation monitoring and perpetual maintenance of the Conservation Area to control exotic species is required by the Water Management District Permit IND-117-139912-2; accordingly, the Association shall be responsible for the successful completion of the wetland mitigation monitoring in the Conservation Area, including meeting all conditions associated with mitigation maintenance and monitoring.** Any repair or reconstruction of the Conservation Area shall be as permitted, or if modified, as approved by the Water Management District. In order to preserve the aesthetic image of Retreat at Lake Charm and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Conservation area without the prior written consent of the Water Management District, the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, fences, sod, signs, walkways, walls and light poles. As a condition of the Water Management District Permit, Declarant hereby grants and conveys to the Water Management District a conservation easement in perpetuity over the Conservation Area to offset or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions. Owners are hereby notified that certain Lots may include, or be adjacent to, such designated Conservation Area. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the designated Conservation Area abutting the Owner's Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

4. Subsection C of Section I, By the Association, of Article IX of the Declaration is hereby amended to read as follows:

C. The Association shall operate, maintain and repair the Stormwater Management System constructed over, through and upon the Property. There is hereby reserved in favor of the Association the right to enter upon the Association Property and the Lots for the purpose of operating, maintaining, repairing, and replacing the Stormwater Management System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Stormwater Management System as may be necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Stormwater Management System in accordance with this Declaration and/or the Water Management District Permit and any requirements of the County, then the Water Management District and/or the County shall have the right to commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Stormwater Management System in accordance with this Declaration, the Water Management District Permit, and any applicable permit issued by the County.. A copy of the Water Management District Permit is attached hereto as Exhibit "D." **Wetland mitigation monitoring and perpetual maintenance of the Conservation Area to control exotic species is required by the Water Management District Permit IND-117-139912-2; accordingly, the Association shall be responsible for the successful completion of the wetland mitigation monitoring in the Conservation Area, including meeting all conditions associated with mitigation maintenance and monitoring.** The Water Management District Permit, together with any action(s) taken by the Water Management District with respect to the Water Management District Permit, shall be maintained by the Association.

It is prohibited to alter the grade of or original drainage plan for any parcel, Lot or tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove of any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the Water Management District. This provision shall be considered a restrictive covenant in favor of and enforceable by the Water Management District and in the event of a violation of this provision, the Water Management District shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity;

provided however, such right shall not limit the Water Management District's other available enforcement actions permitted by law or equity.

(Words struck through are deleted; words **bold and double-underline** are added)

5. This Third Amendment shall become effective upon recording amongst the Public Records of Seminole County, Florida.

6. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment as of the day and year first above written.

Witnesses:

Julia A. Sheppard
Signature
Julia A Sheppard
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: Nicholas Gluckman
Printed Name: Nicholas Gluckman
Title: V.P. Land Development

George Nesov
Signature
GEORGE NESOV
Printed Name

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as V.P. Land Development of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 2018.



My Commission Expires: Feb 10, 2021
66069352

Julia A. Sheppard
Notary Public, State of Florida at Large
Julia A Sheppard
Typed, Printed or Stamped Name of Notary Public