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SARASOTA COUNTY, FLORIDA

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**THIRD AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SKYE RANCH**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("Third Amendment") is made this 12th day of APRIL, 2021, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Master Declarant").

WHEREAS, Master Declarant recorded that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch on October 1, 2020, as Instrument # 2020135968, of the Public Records of Sarasota County, Florida, as amended/or supplemented (the "Master Declaration"); and

WHEREAS, Master Declarant is desirous of amending the Master Declaration as provided herein; and

WHEREAS, the Master Declaration provides in Article XIX, Section 19.1, that until termination of the Class "B" Control Period, Master Declarant may unilaterally amend the Master Declaration if such amendment is necessary for any purpose which does not materially adversely affect title to any Lot; and

WHEREAS, the termination of the Class "B" Control Period has not occurred as of the date of this Third Amendment; and

WHEREAS, this Third Amendment does not materially adversely affect title to any Lot.

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

1. The above recitals are true and correct and are incorporated herein by reference.

2. The definitions provided in the Master Declaration are incorporated herein by reference.

3. The following definitions in Section 2.1 of the Master Declaration are hereby amended to read as follows:

“Esplanade at Skye Ranch Neighborhood”: The residential area known as “Esplanade at Skye Ranch” **in which Owners have common interests other than those common to all Members, such as Neighborhood Property and facilities which are not available for use by all Members.** The Esplanade at Skye Ranch Neighborhood shall initially consist of those Lots **and the Neighborhood Property** described in Exhibit “G” attached hereto and incorporated herein by this reference.

“Master Association Property”: All real and personal property, including easements, which the Master Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. **Certain Master Association Property will become “Neighborhood Property” (as hereinafter defined) for the exclusive use of the Owners within the Esplanade at Skye Ranch Neighborhood.**

4. Section. 7.1 (a) of the Master Declaration is hereby amended to read as follows:

7.1. Acceptance and Control of Master Association Property.

(a) To the extent herein provided, certain Master Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property, **and certain Master Association Property is designated as Neighborhood Property (as hereinafter defined) for the exclusive use of the Owners within the Esplanade at Skye Ranch Neighborhood.** On or prior to the Turnover Date, Master Declarant or its successors and assigns shall convey and transfer to the Master Association, by quitclaim deed, the fee simple title to the Master Association Property free and clear of any mortgages and the Master Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Master Association Property from and after the date of recording of this Master Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Master Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Master Declaration, as the same may have been modified, amended

and/or supplemented from time to time. Master Declarant is not obligated to provide the Master Association with a survey or a title insurance policy.

5. The last paragraph of Section 8.2 of the Master Declaration is hereby amended to read as follows:

8.2. Operating Expenses.

The following expenses of the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Master Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Master Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Master Association Property and directors and officers liability insurance for the officers and directors of the Master Association; (4) any sums necessary for the maintenance and repair of the Master Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements; and (8) any and all expenses deemed to be Operating Expenses by the Master Association under this Master Declaration. The Board may, if it so determines, include reserves in the Master Association's annual budget. In addition, any expense which is required by this Master Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Master Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Master Association or the Master Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Master Association as a result of such loss; any judgment against the Master Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Master Association

therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Master Association as a result of such judgment, or an agreement by the Master Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Master Association as a result of such settlement agreement; and Legal Costs incurred by the Master Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Costs incurred by the Master Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except Legal Costs incurred for lawsuits not approved pursuant to Section 7.5.

The Operating Expenses with respect to the Master Association Property are payable by each Owner to the Master Association notwithstanding the fact that Master Declarant may not have as yet conveyed title to the Master Association Property to the Master Association.

The Operating Expenses with respect to the Neighborhood Property (as hereinafter defined) shall be allocated amongst the Owners within such Neighborhood to which the Neighborhood Property has been assigned.

6. Section 9.5 of the Master Declaration is hereby amended to read as follows:

9.5. Benefited Assessments.

The Master Association may levy Benefited Assessments against one or more particular Lots as follows:

a. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Master Association may offer (which might include the items identified in Section 7.6) or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

b. to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors,

employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 7.4, as applicable;

c. to cover the costs and expenses charged to the Master Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Master Association is being charged under or pursuant to the Bundled Services Agreement;

d. to cover the costs and expenses charged to the Master Association for the maintenance, repair and replacement of the Neighborhood Property (as hereinafter defined);

ed. to cover the costs and expenses charged to the Master Association pursuant to any contract for the Lot landscape maintenance for the Esplanade at Skye Ranch Neighborhood, including landscape plant replacement and turf replacement as determined by the Board, and for any landscaping that may die from natural causes or Owner negligence as determined by the Board and the landscape maintenance company;

fe. to cover any “Lifestyle Fee” for the Owners within the Esplanade at Skye Ranch Neighborhood for exclusive events that may be offered to such Owners;

gf. to cover the costs and expenses charged to the Master Association for mulch replacement for the Lots within the Esplanade at Skye Ranch Neighborhood; and

hg. to cover the costs and expenses charged to the Master Association for irrigation to the Lots within the Esplanade at Skye Ranch Neighborhood and related facilities, and the maintenance, repair and replacement of the Irrigation System serving the Lots within the Esplanade at Skye Ranch Neighborhood, including, but not limited to, irrigation timers, solenoids and valves, including any damage caused by power surges that are beyond the ability of the Master Association or its vendors to control.

7. The first paragraph of Section 11.3 of the Master Declaration is hereby amended to read as follows:

11.3. Master Association Property.

The Master Association Property within Skye Ranch includes, but is not necessarily limited to, roadways, parking areas, amenities center, landscaped areas, wetlands, wetland buffer areas, preserve areas, Surface Water and Storm Water Management System, and all other property not

included within any Lot. The Master Association Property shall be used for ingress/egress, landscaping, walls, wetlands, open space, storm water management, recreational and social purposes as well as other proper purposes by the Master Association and the Owners and their family members, guests, invitees and lessees in accordance with the Governing Documents. Master Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees. Additional Master Association Property will be described in Supplemental Declaration(s) when such additional Master Association Property is subjected to the provisions of this Master Declaration. **Certain Master Association Property may be designated as Neighborhood Property (as hereinafter defined) for the exclusive use of the Owners in Esplanade at Skye Ranch Neighborhood.**

8. New Article XXI of the Master Declaration is hereby added to read as follows:

**ARTICLE XXI – EXCLUSIVE USE OF CERTAIN MASTER
ASSOCIATION PROPERTY BY THE OWNERS WITHIN THE
ESPLANADE AT SKYE RANCH NEIGHBORHOOD**

Certain Master Association Property is assigned to the Esplanade at Skye Ranch Neighborhood for the exclusive use of the Owners within the Esplanade at Skye Ranch Neighborhood (“Neighborhood Property”). The Owners in the Esplanade at Skye Ranch Neighborhood will have common interests other than those common to all Members, to the Neighborhood 4 Amenity Park and its facilities, which are not available for use by all Members. The Esplanade at Skye Ranch Neighborhood 4 Amenity Park is depicted as a portion of Tract 406 as designated on the Skye Ranch Neighborhood Four North Plat, recorded in Plat Book 54, Pages 218 through 246, Public Records of Sarasota County, Florida, and is the Neighborhood Property hereby referred to as Neighborhood Park Four (“NP-4”).

The Owners within the Cassia at Skye Ranch Neighborhood who have closed on a Home on or before the date of recording of this Third Amendment will be given a one-time option to elect to “opt-in” to share in the use of NP-4 with the Owners in the Esplanade Skye Ranch Neighborhood. If a Cassia at Skye Ranch Neighborhood Owner elects to “opt-in” such Owners who opt-in shall also be responsible for the Benefited Assessments with respect to the Neighborhood Property for the use of NP-4 (“Opted-In Cassia at Skye Ranch Neighborhood Lot”). Such option shall only be applicable for the initial Opted-In Cassia at Skye Ranch Neighborhood Lot Owners, and such option will expire when the initial Opted-In Cassia at Skye Ranch Neighborhood Lot is sold and/or title is transferred to a subsequent Owner.

(words ~~struck through~~ are deleted; words **bold and double-underlined** are added)

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

10. Except as modified hereby, the Master Declaration shall remain in full force and effect in accordance with the terms thereof.

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

Witnesses:

Signature

Printed Name

Signature

Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By:

Printed Name: JASON T. BESSE
Title: VICE PRESIDENT

STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

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 [x] physical presence or [] online notarization by JASON T. BESSE, as VICE PRESIDENT of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of April, 2021.

My Commission Expires:

Deborah K. Beckett
Notary Public

Typed, printed or stamped name of Notary Public

