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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

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Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, Paralegal

Address:

Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, Florida 34103

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("First Amendment") is made this 10 day of December, 2020, 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 (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 First Amendment; and

WHEREAS, this First 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. Paragraph 12 of Exhibit B, Initial Use Restrictions, of the Master Declaration is hereby amended to read as follows:

12. Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Each Home is permitted to have three (3) domestic pets (i.e. dogs and cats) in the Home without the prior written permission of the Board. ~~The restriction on the number of pets shall not apply to birds and fish.~~ Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Master Association. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, or any dog which has been deemed a "Dangerous dog" pursuant to Florida Statutes Chapter 767.11 be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Master Association, if any, provided this statement shall not require the Master Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Master Association and hold it harmless against any

loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If any restrictions imposed by the Master Association in accordance with this Section 11 are violated, or if a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Master Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Master Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

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

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

5. 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 First Amendment as of the day, month and year first above written.

Witnesses:

[Signature]
Signature

Art Panga
Printed Name

[Signature]
Signature

Louise Trueschel
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: [Signature]
Printed Name: Kevin Huff
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 Kevin Huff, 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 10 day of December, 2020.

My Commission Expires:

Deborah K. Beckett
Notary Public
Deborah K. Beckett
Typed, printed or stamped name of Notary Public

