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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("Second Amendment") is made this 22 day of March, 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 Second Amendment; and

WHEREAS, this Second 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. Section 13.9 of the Master Declaration is hereby amended to read as follows:

13.9. Drainage Easement. An easement over, under and upon all of the Property for the Surface Water and Storm Water Management System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Surface Water and Storm Water Management System. By this easement, the Master Association and/or the CDD shall have the right to enter upon any portion of a Lot which is part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Surface Water and Storm Water Management System as required by the Water Management District or the County. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any drainage easement, **without the express written consent of the ARC.**

4. Paragraph 16 of Exhibit B, Initial Use Restrictions, of the Master Declaration is hereby amended to read as follows:

16. Fences. Any fence placed upon any Lot must be approved by the ARC, as provided in Article IV hereof, prior to installation. In no event may the ARC approve any request for a fence to be placed in any of the following areas: (i) the area between the front of a Home and the Roadway at the front of the Lot on which the Home is situated, unless specifically required by the County Land Development Code; (ii) **any drainage easement within the Property;** ~~(iii)~~ any Lake maintenance easement; or ~~(iiiiv)~~ on any Lake Lot. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed. No Owner shall be permitted to attach to any perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Common Area.

Notwithstanding that an Owner has obtained the approval of the ARC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or

replace such fence and/or landscape materials in conformance with the requirements of the ARC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARC and is permitted to cross any such easements, such ARC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any drainage easement(s) **by any Owner, other than Declarant, without the ARC's approval,** or Lake maintenance easement on the Property. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARC approval required by Article IV hereof.

Notwithstanding anything contained to the contrary in this Master Declaration, an Owner of a Lot within the Esplanade at Skye Ranch Neighborhood who elects to install a fence on any portion of his or her Lot must install a gate for the Master Association to access the portion of the Lot which becomes enclosed by the fence construction, for the maintenance and care of the lawn and landscaping, otherwise, such Owner shall be responsible for the maintenance and care of the lawn and landscaping in the portion of the Lot which becomes enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction in Assessments in turn for being responsible for such maintenance and care. "Maintenance and care" within the meaning of this subsection shall include, by way of example and not of limitation, mowing, edging, fertilizing and spraying of lawns, maintenance of the Irrigation System(s) or portion thereof, replacement of sod and the trimming, fertilizing and spraying of any hedge. In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this subparagraph, then the Master Association or Declarant shall have the right but not the obligation, upon

fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Master Association or Master Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such Owner's Lot, Home or other Improvement, the Master Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Invisible fencing may be allowed if approved by the ARC. Any Owner permitted to install any invisible fencing acknowledges that the Master Association and the landscape maintenance company hired by the Master Association shall not be responsible for any damage caused to such invisible fencing by the Master Association's landscape maintenance company. Each Owner who is permitted to install invisible fencing on such Owner's Lot will be required to sign an acknowledgment that such Owner shall be responsible for any repairs and/or replacement of the invisible fencing, even if such repair and/or replacement was caused by the Master Association's landscape maintenance company in performing their responsibilities of landscape maintenance.

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

5. This Second Amendment shall become effective upon recording amongst the Public Records of Sarasota County, Florida.
6. 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 Second Amendment as of the day, month and year first above written.

Witnesses:

Susan Sutter
Signature

Susan Sutter
Printed Name

Eleanor D. Zetty Fowler
Signature
Eleanor D. Zetty Fowler
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: [Signature]
Printed Name: Russ Palka
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 Russ Palka, 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 22 day of March, 2021.

My Commission Expires:

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

