

7/20/2022 10:15 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2891627

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

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("Sixth Amendment") is made this 18th day of July, 2022, 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 Sixth Amendment; and

WHEREAS, this Sixth 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. New Paragraphs 42 and 43 of the Initial Use Restrictions, Exhibit "B" to the Master Declaration, are hereby added as follows:

42. Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Skye Ranch. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS ON THE HOMES AND LOTS WITHIN SKYE RANCH (INCLUDING SIGNS IN OR ON VEHICLES LOCATED WITHIN SKYE RANCH), OR NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS WITHIN SKYE RANCH ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN SKYE RANCH AND THE RESIDENTIAL ATMOSPHERE THEREOF.

43. Social Media. The Master Association may create an official social media page, forum or website for Skye Ranch, the Esplanade at Skye Ranch Neighborhood and/or the Cassia at Skye Ranch Neighborhood. If created by the Master Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Master Association. The Master Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for Skye Ranch, the Esplanade at Skye Ranch Neighborhood and/or the Cassia at Skye Ranch Neighborhood, and by acceptance of a deed to a Home and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Home, each Owner who actively participates on such social media page(s) for Skye Ranch, the Esplanade at Skye Ranch Neighborhood and/or the Cassia at Skye Ranch Neighborhood, agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Master Association, Master Declarant, or any other Owner(s); and (iii) Owners shall not use such

social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with Skye Ranch, the Esplanade at Skye Ranch Neighborhood, the Cassia at Skye Ranch Neighborhood, Master Declarant, the Master Association, or the ARC, and such Owner shall report all such issues directly to the Master Association, and/or Master Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither Master Declarant nor any management company is responsible for monitoring any social media page(s) for Skye Ranch, the Esplanade at Skye Ranch Neighborhood and/or the Cassia at Skye Ranch Neighborhood.

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

4. This Sixth 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.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Tyler deBoer

Signature

Tyler deBoer

Printed Name

Deborah K. Beckett

Signature

Deborah K. Beckett

Printed Name

By: [Signature]

Printed Name: JOHN WOLLARD

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 John Wollard 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 18th day of July, 2022.

My Commission Expires:

Deborah K. Beckett

Notary Public

Deborah K. Beckett

Typed, printed or stamped name of Notary Public

