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SARASOTA COUNTY, FLORIDA

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**This Instrument Prepared by:**

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

THIS EIGHTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SKYE RANCH ("Eighth Amendment") is made this 1<sup>st</sup> day of November, 2023, 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 Eighth Amendment; and

WHEREAS, this Eighth 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. Pursuant to Section 13.5 of the Master Declaration, Master Declarant grants to the Master Association easements over the Community as necessary for the Master Association to fulfill its maintenance responsibilities under this Master Declaration and any Supplemental Declaration. Therefore, Article XIII of the Master Declaration is hereby amended to add a new Section 13.18 to read as follows:

13.18. Back-to-Back Lot Easement for Fencing, Landscaping, Irrigation and Berms.

Master Declarant reserves for the Master Association an easement over, upon, and across all back-to-back Lots within the Community to install and maintain fencing, landscaping, irrigation and berms installed by Master Declarant and to perform all obligations of maintenance, repair and replacement of same.

4. Paragraph 16 of Exhibit B, Initial Use Restrictions of the Master Declaration (as previously amended by that certain Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch, recorded on March 22, 2021, in Official Records Instrument #2021049856), is hereby further 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; or (ii) any Lake maintenance easement; ~~or (iii)~~ Fences may be placed on any certain Lake Lots only with the express prior written consent of the ARC. 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 Eighth 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.

*(SIGNATURES APPEAR ON THE FOLLOWING PAGE)*

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