

Return to: (enclose self-addressed stamped envelope)

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Angela Tompkins, Paralegal

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**This Instrument Prepared by:**

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
ESPLANADE AT TRADITION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT TRADITION ("First Amendment") is made as of the 8<sup>th</sup> day of March, 2021, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade at Tradition on July 28, 2020, in Official Records Book 4452, Page 2307, of the Public Records of St. Lucie County, Florida (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth in this First Amendment; and

WHEREAS, the Declaration provides in Section 20.1 that until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or (v) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment; 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, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference.
3. Section 4.1 of the Declaration is hereby amended to read as follows:

4.1. General.

Esplanade at Tradition is being developed with the intent that Homes harmonize with each other and present a consistent style. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Esplanade at Tradition, Declarant hereby declares that the style and form of Esplanade at Tradition, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements of any kind or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines.

All Owners of Lots along or adjacent to the Lakes are prohibited from disturbing or removing any vegetation within the Lake bank areas and are subject to certain restrictions regarding fences as set forth in Article 7.12 and in Exhibit C.

An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot and/or in any manner alter the landscaping in the Community as initially installed by Declarant, without the prior written consent of the ARB. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of the increase in maintenance fees for the maintaining of such shrubs, trees and/or landscaping.

Any Owner may remodel, paint, or redecorate the interior of the Home on his or her Lot without approval hereunder. ~~However,~~ ~~m~~Modifications to the interior of screened porches, patios, lanais, and any other portions of a Lot or structure visible from outside a structure are subject to approval under this Article.

Improvements shall be constructed only by qualified Persons acceptable to the Reviewer [as defined in Section 4.2(c)]. Owners shall be responsible for obtaining all permits and approvals from the City and other governmental agencies.

This Article does not apply to Declarant's or its Affiliates' activities, nor to the Association's activities during the Development and Sale Period.

4. Section 9.11 of the Declaration is hereby amended to read as follows:

9.11 Working Fund Contribution.

Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Declarant or a Builder) shall pay to the Association a Working Fund Contribution at the time legal title is conveyed to such Owner. The Working Fund Contribution shall be ~~Two~~One Thousand Five Hundred and No/100 Dollars (\$~~21~~1,500.00) for each Lot and each subsequent conveyance of the Lot. The Working Fund Contribution shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot. Any unpaid Working Fund Contribution constitutes a lien in favor of the Association against the Home as provided in Section 8.3 of this Declaration. The amount of the Working Fund Contribution is subject to change in the Board's sole discretion. In the event an Institutional Mortgagee acquires title through foreclosure or a deed in lieu, the Institutional Mortgagee shall be exempt from paying such Working Fund Contribution. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Working Fund Contributions may also be used to offset Operating Expenses and fund any Deficit between yearly Operating Expenses and income collected from Assessments, including any time Declarant is funding the Deficit. Declarant may, in its sole discretion, move any Working Fund Contributions not used for Operating Expenses into a reserve account at the time of the Turnover Date.

5. Section 16 of Exhibit C, Use Restrictions, to the Declaration is hereby amended to read as follows:

16. Fences. No fences may be erected, placed or maintained on any Lot unless approved in writing in advance by the ARB, even if in strict conformance with the requirements of this Declaration. No fences shall be higher than six feet (6'). All fences shall be black aluminum or PVC which is tan in color, or of material designated by Declarant or the Association from time to time. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. In no event may the ARB approve any request for a fence to be placed in any ~~drainage easement within the Property, or for a~~ Lot abutting a Lake. Any fences installed by Declarant shall not be altered, modified or changed without the ARB's prior written consent. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence and the gate. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed, which if approved, is required to be placed on the inside of the fence. 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 ARB 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 ARB'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 ARB and is permitted to cross any such easements, such ARB'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, the County or the City), 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) on the Property by an Owner other than Declarant, without the ARB's approval. 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 ARB approval required by Article VIII hereof.

6. Section 20 of Exhibit C, Use Restrictions, to the Declaration is hereby amended to read as follows:

20. Drainage, Buffer or Utility Easements. 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 ARB. No structures, trees or shrubs shall be placed on any ~~drainage~~, buffer or utility easements, except by Declarant, without the prior written consent of the Association. No Improvement on a Lot shall be placed within the ~~Drainage Easement~~, Buffer Easement and Utility Easement, and any Improvement placed within the ~~Drainage Easement~~, Buffer Easement and Utility Easement shall be removed by Declarant or by the Association. The cost of such removal shall be assessed against such Owner(s) as a Benefited Assessment.

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

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

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

Witnesses:

[Signature]  
Signature

[Signature]  
Printed Name

[Signature]  
Signature

[Signature]  
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

By: [Signature]

Printed Name: JASON T BESSE

Title: Vice president

STATE OF FLORIDA )  
COUNTY OF Sarasota ) SS

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 15<sup>th</sup> day of March, 2021.

My Commission Expires:

[Signature]

Notary Public

Deborah K. Beckett

Typed, printed or stamped name of Notary Public

