

Return to: (enclose self-addressed stamped envelope)

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT TRADITION ("Fourth Amendment") is made as of the 28th day of April, 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, as the same has been amended and/or supplemented (the "Declaration"); and

WHEREAS, Declarant is desirous of further amending the Declaration as provided herein; 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 Fourth Amendment; and

WHEREAS, this Fourth 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 3.1 of the Declaration is hereby amended to read as follows:

3.1. Restrictions on Use, Occupancy, and Alienation.

In addition to the Use Restrictions set forth in Exhibit "C" which may be modified as provided below, the Lots shall be subject to the following restrictions set forth in this Section and may be amended only in accordance with Article XX.

(a) **Occupancy of Home.** Esplanade at Tradition is a community intended for occupancy by persons age 55 years and older. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if: (a) at least eighty percent (80%) of the units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, Declarant intends that Esplanade at Tradition will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with children ~~nineteen~~eighteen (1918) years of age or younger from residing in Esplanade at Tradition. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Home in Esplanade at Tradition must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

(i) **Board Discretion.** The Requirements for Exemption contemplate that up to twenty percent (20%) of the Homes may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the Exemption. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute

discretion to allow a Home to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Homes in Esplanade at Tradition, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Homes; other known prospective changes in occupancy of Homes for whatever reasons; proximity to age fifty-five (55) of those occupants of other Homes in Esplanade at Tradition then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Homes becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent (20%) of the Homes in Esplanade at Tradition are occupied only by individuals under the age of fifty-five (55).

(ii) Declarant Rights; Limitations. Notwithstanding the provisions of Paragraph A above, Declarant shall have the right to convey a Home owned by Declarant to a purchaser who intends that the Home be occupied only by persons under fifty-five (55) years of age provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more than twenty percent (20%) of the Homes shall be occupied only by persons under fifty-five (55). Such Home shall, at the first change of occupancy thereafter, be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of Paragraph A above.

(iii). Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Homes with occupants all of whom are under the age of fifty-five (55) to insure that the Board does not permit more than twenty percent (20%) of the Homes in Esplanade at Tradition to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph E hereof limiting the number of days that children ~~nineteen~~eighteen (1918) years of age or younger may stay in a Home are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29(e), Florida Statutes, regarding registration of Esplanade at Tradition with the Florida Commission on Human Relations and submitting a letter to said commission regarding Esplanade at Tradition' compliance with said Section 760.29, Florida Statutes, as amended.

(iv) Owner Responsibility. No Owner may lease or sell his Home unless at least one (1) of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A hereof, but not if more than twenty percent (20%) of the Homes will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Home (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

(v) Children. As long as Esplanade at Tradition falls within the Exemption, no children ~~nineteeneighteen~~ **(4918)** years of age or younger shall be permitted to reside in any of the Homes, except for a period of time not to exceed a total of ninety (90) days in any twelve (12) month period. In addition, children shall be allowed to play only in those areas of Esplanade at Tradition designated from time to time by the Association.

(vi) Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of Declarant and the Association that Esplanade at Tradition falls within the Exemption so that persons ~~nineteeneighteen~~ **(4918)** years of age or younger will be prohibited from residing within Esplanade at Tradition, no representation or warranty is given that Esplanade at Tradition will comply with the Exemption, and in the event for any reason it is determined that Esplanade at Tradition does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children ~~nineteeneighteen~~ **(4918)** years of age or younger, neither Declarant nor the Association shall have any liability in connection therewith. In addition, Declarant has caused or will cause to be recorded in the Public Records of the County restrictive covenants affecting Esplanade at Tradition which exempt Declarant from, or entitles Declarant to a reduction in, certain impact fees due the County provided that Esplanade at Tradition continues to prohibit children ~~nineteeneighteen~~ **(4918)** years of age or younger from residing in any Home as provided in this Declaration. In the event for any reason it is determined that Esplanade at Tradition does not fall within the Exemption or is otherwise no longer entitled to exemption from or reduction in such impact fees, the Association shall be required to pay all such impact fees applicable or due to the County.

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

4. 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 Fourth Amendment as of the day, month and year first above written.

Witnesses:

[Signature]
Signature

Paula Krilaviciene
Printed Name

[Signature]
Signature

Becky E Hopkins
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 4th day of April, 2021.
May

My Commission Expires:

[Signature]
Notary Public
Deborah K. Beckett

Typed, printed or stamped name of Notary Public

