

Return to: (enclose self-addressed stamped envelope)

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**This Instrument Prepared by:**

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT TRADITION ("Second Amendment") is made as of the 15<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, as the same has been amended and/or supplemented (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth in this Second Amendment to make such changes and additions as necessary to address matters relating to exemption and/or payment of certain school impact fees associated with development of the Property, as requested by the School Board of St. Lucie County ("School Board"), and to clarify certain provisions relating to future amendments of the Declaration; 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 Second Amendment.

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 2.1 of the Declaration is hereby amended to add the following new defined term:

**"School Board": School Board of St. Lucie County.**

4. Section 1.4 of the Declaration is hereby amended to read as follows:

1.4. Enforcement.

The Association and Declarant shall have the right to enforce compliance of the terms of this Declaration by each Owner, his or her family, lessees, invitees and guests. Each Owner, the City and the SFWMD (as defined in Article II) shall have the right, but not the obligation, to enforce this Declaration to the extent an Owner or the Association fails to maintain the Surface Water and Storm Water Management System (if the same is the entity's responsibility), private rights-of-way and any easements appurtenant to the Surface Water and Storm Water Management System or private rights-of-way owned by the Association in a manner required by governmental approvals. In the event the Association, or any successor organization, shall fail to adequately maintain the Surface Water and Storm Water Management System in accordance with the City's standards, the City shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Surface Water and Storm Water Management System. All expenses incurred by the City in maintaining the Surface Water and Storm Water Management System shall be assessed against the Lots in the manner provided for the payment of Assessments as set forth in this Declaration and shall be payable by the Owners of the Lots within sixty (60) days after receipt of a statement therefor. If any Owner fails to pay such assessment within such sixty (60)-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the City. The rights of the City contained in this restriction shall be in addition to any other rights the City may have in regulating the operation and development of the Community. **The School Board (as defined in Section 2.1 as provided and added to Section 2.1 above) shall have the right to enforce this Declaration as it pertains to amendments related to the School Board's approval of any amendments to this Declaration pursuant to Section 20.6 of this Declaration and as to the payment of any County**

**Educational Facilities Impact Fees that may become due in the event any amendment to this Declaration results in the loss of the exemption from payment of Educational Facilities Impact Fees pursuant to the Educational Facilities Impact Fee Ordinance, as provided in this Second Amendment.**

5. Article XI of the Declaration is hereby amended to add a new section 11.10 to read as follows:

**11.10. County Educational Facilities Impact Fees.**

**The Educational Facilities Impact Fee Ordinance (Chapter 24, Article II of the St. Lucie County Code) exempts any land development designated as an adult facility or residential structure in which minors cannot reside because of enforceable land use restrictions from the payment of Educational Facilities Impact Fees otherwise required to be paid in connection with residential development and improvement of land in the County. The Development is intended to be developed and operated as housing for older persons subject to the restrictions set forth in Section 3.1 of this Declaration and, as such, at the time of recording of this Declaration, is exempt from the payment Educational Facilities Impact Fees. In the event any amendment to or affecting Section 3.1 of this Declaration results in the loss of the exemption from payment of Educational Facilities Impact Fees pursuant to the Educational Facilities Impact Fee Ordinance, then the Developer, if prior to Turnover, or the Association, if on or after Turnover, shall deliver to the County the amount of applicable Educational Facilities Impact Fees in effect at the time of such an amendment and payable in accordance with the Educational Facilities Impact Fee Ordinance. Any such Educational Impact Fees required to be paid by the Association may be assessed as a Special Assessment as provided in Section 9.3.**

6. Section 9.3 of the Declaration is hereby amended to read as follows:

**9.3. Special Assessments.**

“Special Assessments” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not

part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Declaration to the contrary, the Board acting alone and without the consent of Members may levy Special Assessments for the following: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Common Area (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area, or (c) uprighting or removing any fallen or dislodged trees as set forth in Section 5.1.(d) above; which shall not require such affirmative assent of at least two-thirds (2/3) of the Members. Prior to the Turnover Date, a Declarant controlled Board may make a Special Assessment without such vote of the Members. Notwithstanding the foregoing, levy of a Special Assessment the purpose of which is to pay Educational Facilities Impact Fees for which the Association is obligated pursuant to Section 11.3 of this Declaration, as added by this Second Amendment, shall not require a vote of the Members if the obligation to pay such fees is the result of an amendment to this Declaration approved in the manner set forth in Section 20.6.

7. Article XX of the Declaration is hereby amended to add a new Section 20.6 to read as follows:

**20.6. Approval by the School Board.**

Any amendment to this Declaration which amends Section 3.1 to remove the age restrictions provided therein, or otherwise affects the designation of the Community as an age restricted community, shall require the approval of at least eighty percent (80%) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present. Further, notice of any such amendment shall be promptly delivered to the County and the School Board. Notwithstanding the foregoing, no such amendment shall be made for a period of thirty (30) years from the date of recording this Declaration.

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

8. 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 Second Amendment as of the day, month and year first above written.

Witnesses:

[Signature]

Signature

Brian Gause

Printed Name

[Signature]

Signature

Louise Trueschel

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 day of March, 2021.

My Commission Expires:



[Signature]

Notary Public

Deborah K. Beckett

Typed, printed or stamped name of Notary Public