

1/13/2017 11:51 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2067006

This Instrument Prepared by and after recording return to:

Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

THIS INSTRUMENT IS BEING RECORDED
TO CORRECT SCRIVENER'S ERRORS
CONTAINED IN THAT CERTAIN FIFTH
AMENDMENT RECORDED AS
INSTRUMENT #2016158730

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**CORRECTED FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COBBLESTONE ON PALMER RANCH**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH ("Fifth Amendment") is made this 11th day of January, 2017, by **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Cobblestone on Palmer Ranch was recorded April 24, 2015, as Official Records Instrument #2015048987, of the Public Records of Sarasota County, Florida, as the same has been and may be further amended and supplemented (the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Article XIII, Section 8, that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Cobblestone on Palmer Ranch; and

WHEREAS, the Turnover Date has not occurred as of the date of this Fifth Amendment; and

WHEREAS, this Fifth Amendment does not materially impair the common plan of development of Cobblestone on Palmer Ranch.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Article I, Section 20, of the Declaration is hereby amended to read as follows:

Section 20. “DRAINAGE EASEMENT(S)” shall mean and refer to those certain drainage easements set forth in any Plat of any portion of the Property, recorded in the Public Records of Sarasota County, Florida, **and those certain Drainage Easements described in Article IV, Section 9 herein** (collectively “Drainage Easement[s]”).

3. Article I, Section 45, of the Declaration is hereby amended to read as follows:

Section 45. “STORMWATER MANAGEMENT SYSTEM” shall mean all structures required to collect and convey rainfall runoff from Cobblestone on Palmer Ranch, which includes all **inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas,** drainage areas, drainage structures, and drainage devices. The Surface Water Management System is located upon and adjacent to the Property and designed to serve the Property, as defined and described in Article II, Section 9 hereof. The Stormwater Management System is a private Stormwater Management System.

4. Article IV of the Declaration is hereby amended to add a new Section 9 to read as follows:

Section 9. SIDE YARD DRAINAGE EASEMENTS. Each Lot within Cobblestone on Palmer Ranch shall be subject to a 2.5' Drainage Easement along all side lot lines for the purpose of accommodating surface and underground drainage and underground utilities, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the drainage pipes and utilities. The Drainage Easements created by this Article IV, Section 9 shall constitute a part of and be included within the Stormwater Management System as defined in Article I, Section 45, of the Declaration.

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

4. This Fifth Amendment shall become effective upon recording amongst the Public Records of Sarasota County, Florida.

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

(Signature page follows)

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

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

[Signature]
Signature
Andrew "Drew" Miller

Printed Name
April Rogers
Signature
April Rogers
Printed Name

By: [Signature]
Printed Name: **David Truxton**
Title: **Authorized Agent**

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 David Truxton, as Authorized Agent of **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, freely and voluntarily under authority duly vested in him by said company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of January, 2017.

My Commission Expires:

[Signature]
Notary Public, State of Florida at Large
Deborah K. Beckett
Typed, Printed or Stamped Name of Notary Public

