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*COBBLESTONE
ON
PALMER RANCH*

*AMENDMENTS TO
HOA DOCUMENTS*

January 13, 2016

4

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015160675 4 PG(S)
December 31, 2015 12:47:11 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

This Instrument Prepared by and after recording return to:

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



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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH ("First Amendment") is made this 17th day of November, 2015, 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 may be further amended and supplemented (the "Declaration"); and

WHEREAS, Declarant is desirous of providing easements for fences and sidewalks to be placed on certain lots that will encroach into neighboring lots within the Property due to changes in setbacks and building codes; and

WHEREAS, Declarant is desirous of designating certain additional tracts within the Property as Association Property and redefining the definition of Plat; 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 First Amendment; and

WHEREAS, this First 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 IV, Owners' Property Rights, of the Declaration, is hereby amended to add the following new Section 9:

Section 9. SIDE YARD EASEMENT. Each of the Lots described on Exhibit "E" attached hereto and incorporated herein by reference shall be subject to a five-foot (5') side yard easement in favor of the adjacent Lot to provide for installation, repair and maintenance of fences and sidewalks installed by Declarant on the Property. Any encroaching improvements installed by Declarant shall remain undisturbed. Such easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or such Owner's designees.

3. Article I, Definitions, Section 42. Plat, of the Declaration, is hereby amended as follows:

Section 42. "PLAT" shall mean and refer to all plats recorded in the public records of the County in which Declarant dedicates all or any portion of the Property, including the Cobblestone on Palmer Ranch Phase 1 Plat **and the Cobblestone on Palmer Ranch Phase 2 Plat.**

4. Article II, Association Property, Section 8.C. Stormwater Management System and Preservation Areas, of the Declaration, is hereby amended as follows:

C. **Stormwater Management System and Preservation Areas.** The Stormwater Management System is that portion of the Property described on the ~~plat~~**plats** as "Lake, Lake Maintenance, Private Drainage, Irrigation, Landscaping, Private Utility and Access Easement," and are those portions of the Property designated on the ~~Plat~~**Plats** as portions of Tracts "B-1," "B-2" and "~~B-6,2,~~" "**B-6,**" "**B-9,**" "**B-10,**" "**B-11,**" "**B-12,**" "**B-13,**" "**B-14,**" and "**B-15,**" and the "Preservation Areas" are those portions of the Property designated on the ~~Plat~~**Plats** as Tracts "~~P-1~~" and "~~P-2,1,~~" "**P-2**" and "**P-3**" and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Cobblestone on Palmer Ranch, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. The Lake, Lake Maintenance, Private Drainage, Irrigation, Landscaping, Private Utility and Access Easement and Preservation Areas shall be part of the Association Property. Declarant has caused or will cause to be constructed within the geographic area shown on a Plat, drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for Cobblestone on Palmer Ranch. Declarant may easements encumbering all or part of the Association Property, and/or portions of the Lots conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all easements at all reasonable times to maintain said ponds, lakes and easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of Cobblestone

EXHIBIT "E"

LOTS 150 THROUGH 179 AS SHOWN ON THAT CERTAIN PLAT OF COBBLESTONE AT PALMER RANCH PHASE 1, RECORDED IN PLAT BOOK 49, PAGES 21 THROUGH 21M, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.