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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2046536

This Instrument Prepared by and after recording return to:

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH ("Fourth Amendment") is made this   11   day of November, 2016, 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 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 Fourth Amendment; and

**WHEREAS**, this Fourth 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 II, Section 8.C, is hereby amended to read as follows:

C. Stormwater Management System and Preservation Areas. The Stormwater Management System is that portion of the Property described on the plat as “Lake, Lake Maintenance, Private Drainage, Irrigation, Landscaping, Private Utility and Access Easement,” and are those portions of the Property designated on the Plat as portions of Tracts “B-1,” “B-2” and “B-6,” and the “Preservation Areas” are those portions of the Property designated on the Plat as Tracts “P-1” and “P-2,” 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 on Palmer Ranch drainage facilities without the express prior written consent of Declarant and the Association. Further, where an Owner’s Lot is contiguous to any of the drainage facilities of Cobblestone on Palmer Ranch, such Owner shall keep his or her Lot so that the utilization of such Owner’s Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The native habitat Preservation Areas shall be maintained in accordance with management guidelines contained within the Comprehensive Plan. All activities including but not limited to filling, excavating, well drilling, altering vegetation (including trimming of both trees and understory) and storing of materials shall be prohibited within Preservation Areas, unless written approval is first obtained from the Environmental Protection Division. Exception may be granted by Environmental Protection to facilitate implementation of approved habitat management plans or the hand removal of nuisance/invasive vegetation.

The Association shall maintain, as part of the Association Property, drainage structures for Cobblestone on Palmer Ranch, the Stormwater Management System, Preservation Areas and other environmentally significant Association Property in accordance with the County-approved resource management plan and the County’s Land Development Regulations, and comply with conditions of the Southwest Florida Water Management District (“SWFWMD”) permit number 43001293.104 (“SWFWMD Permit”) (a copy of such permit is attached hereto as Exhibit “D”), Department of Environmental Protection, and U.S. Army Corps of Engineers for the Lake, Lake Maintenance,

Private Drainage, Irrigation, Landscaping, Private Utility and Access Easement areas and the Preservation Areas, or other environmentally significant Association Property, including, without limitation, perpetual maintenance of all signage required by the permit. **A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County. Copies of the permit and any future SWFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.** All such areas shall be defined, identified, and described as such on all Plats of Cobblestone on Palmer Ranch, or may be granted by separate easements recorded in the public records of the County. Management of all such areas shall be consistent with the Resource Management Plan contained in the IDO. Use restrictions regarding the Preservation Areas are specifically identified in the MDO as amended by County Resolution No. 91-170. No Owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas with the Preservation Areas described in all approved permits and Plats of Cobblestone on Palmer Ranch, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the Stormwater Management System approved by the applicable permitting agencies. The Association shall, when requested by Declarant, accept transfer of SWFWMD permits applicable to Cobblestone on Palmer Ranch. The conditions of SWFWMD permits include monitoring and record keeping schedules and maintenance.

Within Lake, Lake Maintenance, Private Drainage, Irrigation, Landscaping, Private Utility and Access Easement areas and the Preservation Areas, no Member shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Inquiries regarding provisions of this Article should be addressed to the SWFWMD Venice Permitting Office.

Water quality data for the water discharged from Cobblestone on Palmer Ranch or into the surface waters of the state shall be submitted to SWFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall

provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from Cobblestone on Palmer Ranch or into surface waters of the state.

The Association agrees to operate and maintain the system and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall hold and save SWFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by SWFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SWFWMD rules.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with the County standards, the County shall have the right, but not the obligation, to enter Cobblestone on Palmer Ranch for the purpose of maintaining the Stormwater Management System. All expenses incurred by the County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have in regulating the operation and development of Cobblestone on Palmer Ranch.

The Association specifically agrees to allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to Cobblestone on Palmer Ranch, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and SWFWMD regulations, such as:

- i. Having access to and copying any records that must be kept under the conditions of the permit; and
- ii. Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and

iii. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SWFWMD rules; and

iv. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Association shall submit inspection reports, if required by the SWFWMD, in the form required by SWFWMD, in accordance with the permit application.

In the event of casualty, it shall be the responsibility of each Owner within Cobblestone on Palmer Ranch at the time of reconstruction of a building, residence, or structure, to comply with the construction plans for the Stormwater Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Owners are hereby notified that certain Lots may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SWFWMD, Sarasota Service Office, Surface Water Permitting Department Regulation Manager and Sarasota County's Resource Protection Office. SWFWMD and Sarasota County Resource Protection may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

No portion of the Stormwater Management System shall be altered without prior written authorization of the County Engineer or his designee.

No Owner of a Lot within Cobblestone on Palmer Ranch may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, wet detention ponds, jurisdictional wetlands, designated

mitigation areas or designated drainage or conservation easements described in the approved permit and recorded Plats of the Property, unless prior approval is received from SWFWMD, Sarasota Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code and Sarasota County's Resource Protection Office.

Each Owner of a Lot within Cobblestone on Palmer Ranch at the time of construction, and with the Committee's and the Building and Planning Board's approval of construction, of a building, residence, or structure shall comply with the construction plans for the Stormwater Management System approved and on file with the SWFWMD.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies ~~would comply~~ with ~~Section 40D-42.027,~~ **Rule 62-330.310,** Florida Administrative Code, **and Applicant's Handbook Volume I, Section 12.3,** and be approved by SWFWMD and the Master Association prior to such termination, dissolution or liquidation.

It is expected that certain portions of the Stormwater Management System will serve the drainage needs of adjacent lands not owned by Declarant and not within the property subject to this Declaration. Declarant reserves the right to grant such drainage and/or use easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Stormwater Management System is designed to provide drainage for the Property. Neither the Association nor Declarant shall have any liability whatsoever to any Owner for claims for damages alleged by an Owner due to water levels in the Lakes being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the Lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may fluctuate, and neither the Association nor Declarant shall have any liability for such conditions.

Any amendments to this Declaration relating to the Stormwater Drainage Management System must have the prior written approval of the County Engineer or his designee. The Stormwater Management System shall not be altered without the prior approval of the County Engineer or his designee.

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

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

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

(Signature page follows)

