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KAREN E. RUSHING

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SARASOTA COUNTY, FLORIDA

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Receipt # 2220498

This Instrument Prepared by and after recording return to:

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH ("Sixth Amendment") is made this 20th day of March, 2018, 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 has been requested by a group of Owners to amend the Declaration and Declarant is willing to so amend 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 Sixth Amendment; and

**WHEREAS**, this Sixth 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, Definitions, of the Declaration is hereby amended to add the following new Section 47 to read as follows:

**Section 47. "LIFESTYLE COMMUNITY" shall mean certain amenities and certain types of services that may be offered by the Association. Declarant shall determine the amenities and types of services being offered prior to the Turnover Date. Upon the Turnover Date, such amenities and services shall be determined by the Board, from time to time, in its sole and absolute discretion. The Lifestyle Community may include, but not be limited to, the following: amenity center, pool, spa, sports courts, dog park, onsite active lifestyle manager, fitness and wellness center, and community programs and events.**

3. Article I of the Declaration is hereby amended to add the following new Section 48 to read as follows:

**Section 48. "MAINTENANCE FREE LANDSCAPE NEIGHBORHOOD" shall mean the maintenance, care and replacement of the landscape, including the lawns, trees, bushes, shrubs, sod and irrigation system within the Lots and the Association Property of Cobblestone on Palmer Ranch. Prior to the Turnover Date the level of service provided by the Association shall be determined by Declarant. Following the Turnover Date, the duty of the Association may include at a minimum, but not be limited to, mulching, mowing, edging, blowing, fertilizing lawns and flower beds, weed and pest control of landscaping as well as paver driveways and walkways, pruning and trimming of all trees, bushes and shrubs, replacing of dead, diseased or dying trees, bushes, shrubs and sod, and all irrigation maintenance and repairs. The Board is authorized to expand these services in its sole discretion from time to time, but after the Turnover Date any contraction of duties herein set forth constitutes an amendment that must comply with the amendment procedures outlined in this Declaration.**

4. Article IV, Section 1.B, of the Declaration is hereby amended to read as follows:

B. The right and duty of the Association to levy Assessments against each Home for the purpose of **operating**, maintaining, repairing, **improving** and replacing the Association Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on the Property from time to time recorded by Declarant.

5. Article IV, Sections 1.N (i) and (ii), of the Declaration are hereby amended to read as follows:

(i) the right of an Owner, **and such Owner's family members, guests or lessees** to use the Amenity Center within the Association Property for any period during which an Assessment or any other charge against such Owner's Home and Lot remains delinquent, **which suspension shall not require a Notice and Hearing**; and

(ii) the enjoyment rights of any Owner, family member, guests or lessees to use the Amenity Center within the Association Property for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation (~~other than a delinquent Assessment~~), of this Declaration, any applicable Supplemental Declaration or Amendment, the Articles, the Bylaws, or the Rules and Regulations of the Association after Notice and Hearing.

6. Article V, Section 1, of the Declaration is hereby amended to read as follows:

Section 1. FUNCTION OF ASSOCIATION. The Association shall be the entity responsible for management, maintenance, operation and control of the Association Property, the Lifestyle Community program and Maintenance Free Neighborhood Landscape program. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable Rules and Regulations as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration, and may be required to accept delegations of duties and responsibilities from the Master Association. The Association shall perform its functions in accordance with the Master Declaration, this Declaration, the Bylaws, the Articles, and Florida law.

7. Article VIII, Section 1, of the Declaration is hereby amended to add a new subsection L to read as follows:

L. The Association shall be responsible to maintain a Lifestyle Community program and hire a professional lifestyle manager to manage such program.

8. Article VIII, Section 2.C, of the Declaration is hereby amended to read as follows:

C. The Owner of each Home shall be responsible for the painting of the exterior surface of the Home including all doors and garage doors and for the maintenance, repair and replacement of any mechanisms associated with the garages located within his or her Home.

9. Article VIII, Section 2.D, of the Declaration is hereby amended to read as follows:

D. The Owner of each Home shall wash all windows located within his or her Home and clean roofs, driveways, and sidewalks periodically to keep same stain-free.

10. Article VIII, Section 2.E, of the Declaration is hereby amended to read as follows:

E. An Owner shall not plant or remove any shrubs, trees, replace any and/or landscaping on his or her Lot without the prior written approval of the Committee.

11. Article IX, Section 4, of the Declaration is hereby amended to read as follows:

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of Cobblestone on Palmer Ranch. **No illegal fireworks are allowed within Cobblestone on Palmer Ranch per County regulations.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Home shall be corrected by, and at the sole expense of, the Owner of the Home.

12. Article IX, Section 5, of the Declaration is hereby amended to read as follows:

Section 5. LEASES. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a Home by any person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity.

The Home may be leased only in its entirety (*e.g.*, separate rooms within the same Home may not be separately leased). **Subleasing of a Home is not permitted.** All leases must be in writing and shall have a term of no less than thirty (30) days. No Owner may lease his or her Home more than four (4) times in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its affiliates, or persons Declarant approves, in connection with their development, construction, or sale of property in Cobblestone on Palmer Ranch.

All leases shall include an **signed** acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board,** and that the tenant has received a copy of the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board.** The Association may require that the lease contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board,** to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Cobblestone on

**Palmer Ranch Documents, including all Rules and Regulations or other standards adopted by the Board,** by the tenant.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of this Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Each lease shall set forth the name, address, and telephone number of the Home's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Home.

~~If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.~~

Within five (5) days of a lease being signed for a Home, the Owner shall notify the Board or the Association's managing agent of the lease and provide an entire copy of such lease to the Association and such additional information the Board may reasonably require. In addition to this Section 5, the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration, **and all Rules and Regulations or other standards adopted by the Board,** against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Homes, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners in Cobblestone on Palmer Ranch, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board,** resulting from the acts or omissions of his or her tenant, other occupants of the leased Home, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board,** directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Cobblestone on Palmer Ranch Documents, **including all Rules and Regulations or other standards adopted by the Board**, by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

13. Article IX, Section 7, of the Declaration is hereby amended to read as follows:

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home or balcony or patio, if applicable, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, patios, driveways and walkways, **and landscaping additions or alterations** without the prior written approval of the Committee, as hereinbelow defined, which approval may be withheld for purely aesthetic reasons, and all applicable governmental entities. Additionally, no Owner shall make any improvement, addition or alteration to the interior of his or her Home that would affect the fire protection, electric, **natural gas**, plumbing or other like system without the prior written approval of the Committee.

14. Article IX, Section 12, of the Declaration is hereby amended to read as follows:

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction, service and sale of Cobblestone on Palmer Ranch or other communities, shall be placed upon any portion of Cobblestone on Palmer Ranch, **except that temporary structures may be permitted on the lawn at the Amenity Center with prior Committee approval**, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon Cobblestone on Palmer Ranch.

15. Article IX, Section 18, of the Declaration is hereby amended to read as follows:

Section 18. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when ~~vehicles are not~~ **in use entering or leaving the garage**.

16. Article IX, Section 26, of the Declaration is hereby amended to read as follows:

Section 26. LIGHTING. Except for seasonal decorative lights, which may be displayed between ~~December 1~~ **November 20** and January 10 **20** only, all exterior lights must be approved in writing by the Committee.

17. Article IX, Section 26, of the Declaration is hereby amended to read as follows:

Section 29. POOLS. No **permanent** above ground pools, **spas or hot tubs** shall be erected, constructed or installed on any Lot **without the written approval of the Committee.**

18. Article IX, Section 26, of the Declaration is hereby amended to read as follows:

Section 34. BUSINESS USE. The Lots shall be used solely for single family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a single family, subject to all of the terms, conditions, and covenants contained in this Declaration. The Lots shall not be used in any trade, business, professional, or commercial capacity **that generates public traffic, creates a nuisance for Owners, or impairs the safety or well-being of Cobblestone on Palmer Ranch.** Nothing contained herein shall prohibit Declarant from carrying on any and all types of construction activity necessary to complete Cobblestone on Palmer Ranch, including the ~~construction and operation~~ of a sales model and office by Declarant until all of the Lots have been sold. **Non-emergency outside personnel such as landscaping contractors and construction trades are permitted to work in Cobblestone on Palmer Ranch in accordance with procedures established by the Association.**

19. Article IX, Section 26, of the Declaration is hereby amended to read as follows:

Section 36. UNSIGHTLY CONDITIONS. **Each Owner shall maintain their property in "like-new" condition.** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Homes and/or Lots, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Homes, Lots or Association Property. All Homes and/or Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Home and/or Lot as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Home and/or Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Cobblestone on Palmer Ranch; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Home and/or Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of

the State of Florida, shall be charged to the Owner and shall become a lien on the Home and/or Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

20. Article XI, Section 1.A, of the Declaration is hereby amended to read as follows:

A. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property. Such property and casualty insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Cobblestone on Palmer Ranch in construction, location and use.

The Owner of each Home shall maintain a policy or policies to insure his or her Home from all physical damage and liability losses with such policy naming the Association as an additional insured. If a Home is damaged by a casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Home. The Board of Directors may in its sole business discretion establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Owner. Upon request of the Association each ~~Each~~ Owner shall provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board of Directors.

21. Article XII, Section 2.B., of the Declaration, as amended by the Third Amendment to Declaration, is hereby amended to read as follows:

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures, does not infringe on or interfere with the neighboring Owner's rights to peaceful and quiet enjoyment and is otherwise desirable. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for Cobblestone on Palmer Ranch granted by the County, and notwithstanding anything to the contrary in Cobblestone on Palmer Ranch Documents, diversity of architectural elevation and exterior color scheme

for Homes in Cobblestone on Palmer Ranch shall be that no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme). The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

22. Article XII, Section 3, of the Declaration, as amended by the Third Amendment to Declaration, is hereby amended to read as follows:

Section 3. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. A majority of Committee members must be present at the meeting to constitute a quorum and to conduct a meeting and all meetings of the Committee shall be open to the Members. Notices of Committee meetings must be posted in a conspicuous place within the Community at least 48 hours before the date of the meeting. ~~The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article XII, Section 10 below. In the absence of such designation, the **The** vote of any two (2) members of the Committee, or of a majority of the Committee members present, shall constitute an act of the Committee.~~

23. Article XIII, Section 14, of the Declaration is hereby amended to read as follows:

Section 14. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Cobblestone on Palmer Ranch Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Cobblestone on Palmer Ranch Documents;
- (d) dealing with vendor non-performance issues greater than \$10,000 (indexed to the consumer price Index of 2017);
- (de) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property, any Improvements on Cobblestone on Palmer Ranch or to

Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five percent (75%) of the Owners); or

(**ef**) filing a compulsory counterclaim.

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

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

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

(Signature page follows)

