

This Instrument Prepared by and after recording return to:



Mark F. Grant, Esq.  
Greenspoon Marder, P.A.  
5150 North Tamiami Trail, Suite 502  
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**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COBBLESTONE ON PALMER RANCH**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH ("Third Amendment") is made this 13<sup>th</sup> day of May, 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 Third Amendment; and

**WHEREAS**, this Third 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 XII, Architectural Control, of the Declaration is hereby amended to read as follows:

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be the Building and Planning Board, unless and until Building and Planning Board's architectural review is delegated to the Association, at which time the Committee shall be comprised of three (3) or more members as determined initially by Declarant and then by the Board. Reference is made to Section 6.02 of the Master Declaration for a complete discussion of the role of the Building and Planning Board. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as ~~he or she~~such new member has resigned, ~~or has been removed,~~ or ~~his or her~~such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, ~~screen doors,~~ brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, ~~and~~ massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B ~~herein~~below. Any Owner desiring to make Improvements shall submit ~~two~~three (23) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 5 below.

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 ~~Cobblestone on Palmer Ranch~~ the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures 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.

C. The Committee shall have forty-five (45) days after delivery of all required materials to ~~approve or reject~~ give written approval or rejection of any such plans and, if ~~not approved or rejected~~ written approval is not given within such forty-five (45) day period, such plans shall be deemed ~~approved~~ rejected, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of Cobblestone on Palmer Ranch as a whole.

D. In no event shall any Improvement (including, without limitation, landscaping) be permitted within the Open Space areas, and any sidewalks and sidewalk easements on Lots.

~~E. Notwithstanding anything to the contrary in this Declaration, no Improvements (including, with limitation, landscaping) shall be permitted within any Lot that interferes or could interfere with the flow of rainfall runoff to or through the Stormwater Management System.~~ F. Notwithstanding any provision in this Article XII to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations. ~~G.~~ Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee, or any security deposit.

Section 3. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. 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 107 hereinbelow. In the absence of such designation, the vote of any two (2) members of the Committee, or of a majority of the members present, shall constitute an act of the Committee.

**Section 4. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Cobblestone on Palmer Ranch, Declarant hereby declares that the style and form of Cobblestone on Palmer Ranch, as originally constructed or approved by Declarant and approved by Master Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.**

**Section 5. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in the amount of ten percent (10%) of the estimated costs for such Improvements to cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee, and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion.**

**The Association shall have the right, at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon the Association's obligations hereunder shall terminate and the Association shall be automatically released of any and all obligations.**

**Section 64. NO WAIVER OF FUTURE APPROVALS.** The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work

~~doneperformed~~ or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 75. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

**Section 8. INSPECTION OF WORK. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.**

Section 96. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to agree to indemnify, defend and hold harmless and indemnify the aforesaid members and representatives of the Committee, Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the proposed Improvements or alterations. Furthermore, approval by the Committee of any plans and specifications request does not excuse any Owner from also receiving obtaining approvals as required by from all applicable governmental agencies authorities.

Section 107. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and

restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 118. CONDITIONS. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article XII, until the requirements of this Article XII have been fully met, and until the written approval of the Committee and the BUILDING AND PLANNING BOARD pursuant to Article 6 of the Master Declaration have been obtained.

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

3. This Third 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)

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

Witnesses:

Vicki Morris

Signature

Vicki Morris

Printed Name

Megan E Schroeder

Signature

Megan E Schroeder

Printed Name

TAYLOR MORRISON OF FLORIDA,  
INC., a Florida corporation

TS

By:

Printed Name: Tony J. Squitieri

Title: Vice President

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 Tony J. Squitieri, as Vice President 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 12 day of May, 2016.

My Commission Expires:

Deborah K. Beckett  
Notary Public, State of Florida at Large

Deborah K. Beckett

Typed, Printed or Stamped Name of Notary Public

