

This instrument prepared by and
after recording return to:
Robert W. Bowser, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS
FOR
STOREY CREEK**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK (this "Second Amendment") is made as of this 30 day of March, 2020 ("Effective Date"), by **LENNAR HOMES, LLC**, a Florida limited liability company ("Declarant"), whose post office address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

RECITALS:

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on March 6, 2019, in O.R. Book 5487, Page 1097, Public Records of Osceola County, Florida, as subsequently amended and supplemented by that certain First Amendment and First Supplemental Declaration of Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on December 12, 2019, in O.R. Book 5639, Page 1320, Public Records of Osceola County, Florida (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

WHEREAS, pursuant to Article XII, Section 12.01(c) of the Declaration, until such time as Turnover occurs, Declarant has the right to unilaterally amend the Declaration for any purpose; and

WHEREAS, as of the Effective Date, Turnover has not yet occurred; and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Second Amendment in the Public Records of Orange County,

Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Section 9.21. Section 9.21 is hereby amended as follows:

Section 9.21. Dwellings

~~(a) No Dwelling shall contain less than One Thousand Four Hundred (1,400) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.~~

~~(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.~~

(a) ~~(e)~~ Setbacks for Dwellings shall be as permitted by the Local Government.

(b) ~~(d)~~ No Dwelling shall exceed two (2) stories in height.

(c) ~~(e)~~ Except as permitted pursuant to Section 9.12 hereof or by the ARC, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

(d) ~~(f)~~ No Dwelling shall have exposed structural block on its front elevation.

(e) ~~(g)~~ All driveways shall be constructed of solid concrete or decorative pavers approved by the ARC.



(f) ~~(h)~~ Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

(g) ~~(i)~~ Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is white in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.


3. Effect of this Second Amendment. Except as modified by this Second Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Amendment and the terms of the Declaration, the terms of this Second Amendment shall control only as necessary to resolve any such inconsistency or conflict.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:


Printed Name: Michelle Borr

Printed Name: Loney Sievert

LENNAR HOMES, LLC, a Florida limited liability company

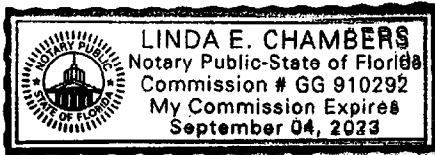

By: _____
Name: Brock Nicholas
Title: Vice President


STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of March, 2020, by Brock Nicholas, the Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of said company. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced his _____ driver's license as identification.

(Notary Stamp or Seal)




Print Name: Linda E. Chambers
Notary Public, State of Florida
My Commission Expires: 9-4-2023
Commission Number: 910292