

PREPARED BY AND RETURN TO:

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Miami, Florida 33131

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK (this "**Fourth Amendment**") is made as of this 19 day of August, 2021 ("**Effective Date**"), by **LENNAR HOMES, LLC**, a Florida limited liability company ("**Declarant**"), whose post office address is 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821, and joined in by **STOREY CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (the "**Association**").

RECITALS

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek recorded in Official Records Book 5487, Page 1097, Public Records of Osceola County, Florida; as subsequently amended and supplemented by that certain First Amendment To and First Supplemental Declaration of Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded in Official Records Book 5639, Page 1320, the Second Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek recorded in Official Records Book 5696, Page 2380, the Third Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek recorded in Official Records Book 5714, Page 2978, and the Second Supplemental Declaration of Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded in Official Records Book 5808, Page 349, all of the 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).

B. 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.

C. As of the Effective Date, Turnover has not yet occurred.

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D. 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 Fourth Amendment in the Public Records of Osceola County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

Words in the text which are lined through () indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.

2. **Section 9.19(b)**. Section 9.19(b) of the Declaration is hereby amended as follows:

Section 9.19. Use; Rentals; Timesharing.


(b) Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. ~~"Short-Term Rentals" (as that term is defined below) of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the~~ There shall be no leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. ~~Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired.~~ The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. From time to time, the Association may request a copy of any lease or rental agreement for the Association's records. Dwellings shall be leased in their entirety, and no individual rooms may be leased.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

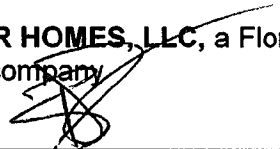
IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:



Valerie D'Ambrosio

LENNAR HOMES, LLC, a Florida limited liability company

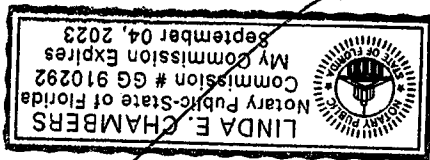
BY: 

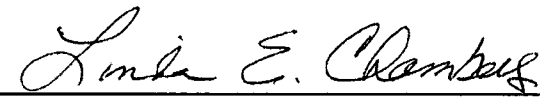
PRINT NAME: Brock Nicholas
TITLE: Vice President

STATE OF FLORIDA)
COUNTY OF ORANGE)

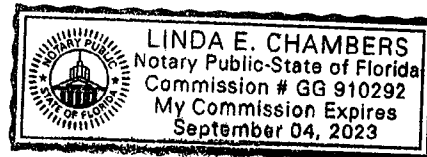
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2021, as Vice President of Lennar Homes, LLC, Florida limited liability company, on behalf of the company. He is ☒ personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)





Notary Public, State of Florida
Print Name: LINDA E. CHAMBERS
Commission No.: 910292
My Commission Expires: 9-4-23

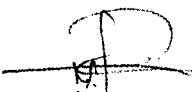


JOINDER

STOREY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the Fourth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek (the "**Fourth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the Fourth Amendment and does not affect the validity of the Fourth Amendment as the Association has no right to approve the Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of August, 2021.

WITNESSES:


Print Name: Michael Peter


Print Name: Melanie Minahan

"ASSOCIATION"

STOREY CREEK HOMEOWNERS
ASSOCIATION, INC., a Florida corporation not
for profit

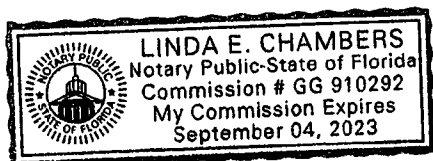
By: 
Name: Valerie D'Ambrosio
Title: Vice President


Date: 8/19/21

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF ORANGE)

19th The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of August, 2021 by Michelle Barr, as President of **STOREY CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. She appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced _____ as identification.




(Signature of Notary Public)
Print Name: LINDA E. CHAMBERS
Notary Public, State of Florida
Commission No.: 910292
My Commission Expires: 9-4-23