

PREPARED BY AND RETURN TO:

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Miami, Florida 33131

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**THIRD AMENDMENT
TO THE COMMUNITY DECLARATION FOR
STOREY GROVE**

THIS THIRD AMENDMENT TO THE COMMUNITY DECLARATION FOR STOREY GROVE (this "**Third Amendment**") is made by LENNAR HOMES, LLC, a Florida limited liability company (the "**Declarant**") and joined in by STOREY GROVE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

RECITALS

A. The Declarant recorded the Community Declaration for Storey Grove under Official Records Instrument #20160204218, of the Public Records of Orange County, Florida (the "**Original Declaration**"), as amended, supplemented and modified by the Supplemental Declaration recorded under Official Records Instrument #20160314855 ("**Phase 1A-2 Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20160652776 ("**Phase 1B-1 Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20170667163 ("**2017 Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20170678877 ("**Phase 1B-2 Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20180445112 ("**Phase 1B-3 Supplement**"), Amendment recorded under Official Records Instrument #20180500383 ("**Amendment**"), Supplemental Declaration recorded under Official Records Instrument #20180629996 ("**Phase 1B-4 Supplement**"), Supplemental Declarations recorded under Official Records Instrument #20190302906 and under Official Records Instrument #20190403791 (collectively, "**Phase 1B-5 Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20190672603 ("**Phase 1B-4A Supplement**"), Supplemental Declaration recorded under Official Records Instrument #20200513164 ("**Phase 3 Supplement**"), Amendment to Community Declaration for Storey Grove recorded under Official Records Instrument #20200252723 ("**Phase 2 Amendment**"), and Second Amendment to the Community Declaration for Storey Grove recorded under Official Records Instrument #20210116764 ("**Second Amendment**"), all of the Public Records of Orange County, Florida. The Original Declaration together with the Phase 1A-2 Supplement, Phase 1B-1 Supplement, 2017 Supplement, Phase 1B-2 Supplement, Phase 1B-3 Supplement, Amendment, Phase 1B-4 Supplement, Phase 1B-5 Supplement, Phase 1B-4A Supplement, Phase 3 Supplement, Phase 2 Amendment and Second Amendment, shall herein be referred to as the "**Declaration**."

B. Pursuant to Section 4.3 of the Declaration, prior to the Turnover, Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, and that such amendments may include, without limitation, modifications of the use restrictions for Homes.

C. To date the Turnover has not occurred and Declarant wishes to amend the Declaration as set forth herein.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

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 and Defined Terms. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amendment. Section 12.23 of the Declaration is hereby amended as follows:

12.23. Leases. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.23. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than seven months ~~one (1)~~ year, ~~and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship.~~ The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. ~~Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment.~~ All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The term "bedroom" shall not include living rooms, kitchens, dining rooms, dens, family rooms, bathrooms and similar rooms. The Board shall consider and grant variances from this

restriction in order to comply with the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision in the Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any restrictions in the Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

4. Ratification. The Declaration, as amended by this Third Amendment, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. Covenant. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Orange County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Third Amendment to be executed by its duly authorized representative as of this 13th day of September, 2021.

WITNESSES:

[Signature]
Print Name: Michelle Barr

[Signature]
Print Name: LINDA CHAMBERS

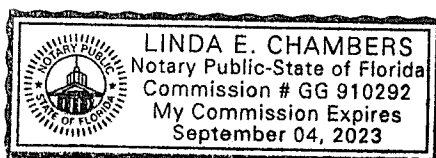
"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Mark McDonald
Title: Authorized Agent

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 13th day of September, 2021 by Mark McDonald, as Authorized Agent of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the company. He appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced _____ as identification.



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

JOINDER

STOREY GROVE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the Third Amendment to the Community Declaration for Storey Grove (the "**Third 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 Third Amendment and does not affect the validity of the Third Amendment as the Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of September, 2021.

WITNESSES:

Valerie D'Aubrosio
 Print Name: Valerie D'Aubrosio

Linda Chambers
 Print Name: LINDA CHAMBERS

"ASSOCIATION"

STOREY GROVE COMMUNITY
 ASSOCIATION, INC., a Florida corporation
 not for profit

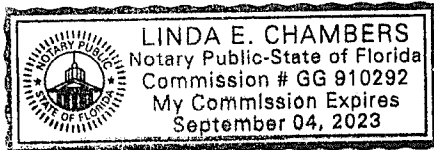
By: *Michelle Barr*
 (Michelle Barr
 President

Date: September 13, 2021

[Corporate Seal]

STATE OF FLORIDA)
)
 COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 13th day of September, 2021 by Michelle Barr, as President of **STOREY GROVE COMMUNITY 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.



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