

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]-----

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR STOREY CREEK (this “Fifth Amendment”) is made as of this 9 day of May, 2022 (“Effective Date”), by **LENNAR HOMES, LLC**, a Florida limited liability company (“Declarant”), whose post office address is 2300 Maitland Center Parkway, Suite 320, Maitland, Florida 32751.

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; and that certain Second Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on October 7, 2020, in O.R. Book 5808, Page 349, Public Records of Osceola County, Florida; as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on March 23, 2020, in O.R. Book 5696, Page 2380, Public Records of Osceola County, Florida, that certain Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on April 28, 2020, in O.R. Book 5714, Page 2978, Public Records of Osceola County, Florida, that certain Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on August 19, 2021, in O.R. Book 6026, Page 1937, Public Records of Osceola County, Florida and that certain Third Supplemental Declaration of Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on February 16, 2022 in O.R. Book 6152, Page 854, and (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 Fifth Amendment in the Public Records of Osceola 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. Annual Assessments. Section 6.05(a) of the Declaration is hereby amended to include the underlined language below:

Annual Assessments on each Lot(s) in the Property shall commence upon the closing of each Lot in the Property to a bona fide third party purchaser (a "Third Party Purchaser") who is not a Builder, or upon the occupancy of each Lot by a Third Party Purchaser, whichever is earlier. All references to Third Party Purchasers shall specifically exclude Builders.

3. Assessments on Additional Property. Section 6.05(c) of the Declaration is hereby amended to include the underlined language below:

The Annual Assessment for each Lot on any Additional Property shall commence upon the closing of the first sale by Declarant of any Lot in the Additional Property to a Third Party Purchaser, or upon the occupancy of the first Lot in the Additional Property by a Third Party Purchaser, whichever is earlier. The initial Annual Assessment for the Lots on any Additional Property shall be the same as the then current Annual Assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration. Notwithstanding anything herein to the contrary, Annual Assessments on any Lot owned by a Builder in any Additional Property shall commence upon the closing of each Lot in the Additional Property to a bona fide Third Party Purchaser.

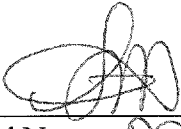
4. Recognition of Builder. For the avoidance of doubt, Declarant specifically recognizes and approves of HFB Storey Creek, LLC and Hanover Family Builders, LLC, together with any entity that is 100% owned by Hanover Family Builders, LLC (collectively, "HFB"), as a "Builder" for all purposes under the Declaration. With reference to Section 9.32 of the Declaration, Declarant expressly approves of the use name "Storey Creek" by HFB in connection with its ownership, construction, and marketing of Lots owned (or to be owned) by HFB within the Development.

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

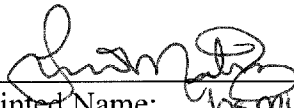
IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

LENNAR HOMES, LLC, a Florida limited liability company


Printed Name: Ashley Baksh

By: 
Ericka Pace, Vice President


Printed Name: Josmin Martinez

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of May, 2022, by Ericka Pace, as 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 driver's license as identification.

(Notary Stamp or Seal)



ASHLEY BAKSH
Notary Public
State of Florida
Comm# HH099412
Expires 3/2/2025


Print Name: Ashley Baksh
Notary Public, State of Florida
My Commission Expires: 3/2/2025
Commission Number: HH099412