PREPARED BY AND TO BE RETURNED TO:
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Space above reserved for Clerk's office

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK (this "Amendment") is made as of the date noted below by **LENNAR HOMES, LLC** ("Lennar"), a Florida limited liability company.

Recitals:

A. The Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek was recorded in Official Records Book 5487, Page 1097, public records of Osceola County, Florida, as has been or may have been amended and supplemented from time to time (collectively, "Declaration");

B. Lennar is the "Declarant" under the Declaration;

C. Pursuant to Section 12.01(c) of the Declaration, until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate, or cancel all or any portion of the Declaration; provided, however, that to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the community; prejudice the rights of existing Non-Declarant Members to use and enjoy the benefits of Common Area; or materially shift economic burdens from the Declarant to the existing Non-Declarant Members; and

D. Turnover has not occurred as of the effective date hereof and this Amendment is not arbitrary, capricious, or in bad faith; does not destroy the general plan of development of the community; does not prejudice the rights of existing Non-Declarant Members to use and enjoy the benefits of Common Area; and does not materially shift economic burdens from the Declarant to the existing Non-Declarant Members, and accordingly, Declarant has the right and power to make this Amendment pursuant to Section 12.01(c) of the Declaration;

NOW, THEREFORE, Declarant, based upon its exercise of Declarant rights, hereby states as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter. All defined terms in this Amendment shall have the meanings set forth in the Declaration unless specifically defined in this Amendment to the contrary.

2. Definition of Builder. Section 1.01(j) of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added and ~~strikeout text~~ has been deleted):

(j) "Builder" or "Homebuilder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Dwellings thereon in the ordinary course of such person's or entity's business; (2) the business of owning or land-banking the Lot in the ordinary course of such person's or entity's business for eventual construction of Dwellings thereon either directly or by Declarant or another Builder; or ~~(2)~~ (3) the business of constructing Dwellings thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide Third-Party Purchasers that are not Builders

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or affiliates of a Builder. Millrose Properties Florida, LLC, a Florida limited liability company, is hereby named and confirmed as a Builder for purposes of this Declaration. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

3. Start-Up Assessment. Section 6.05(b) of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added):

(b) At the closing of the sale of each Dwelling or Lot in the Property by Declarant or a Builder to a Third Party Purchaser that is neither the Declarant nor a Builder, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of One Hundred and no/100 Dollars ($100.00); and (ii) three months of Annual Assessment for the calendar year of closing. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association Fiscal Year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Dwelling or Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder or Declarant. After the one time Start-Up Assessment has been paid as to a Dwelling or Lot in the Property, subsequent purchasers of the same Dwelling or Lot shall not be required to pay said Start-Up Assessment. The funds derived from the Start-Up Assessments are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, the reduction of the Declarant's Deficit Funding, future and existing capital improvements, operating expenses, Common Expenses, support costs and start-up costs.

4. Re-Sale Assessment Section 6.05(d) of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added):

(d) On each subsequent conveyance of a Dwelling or Lot following the initial sale of such Dwelling or Lot to the first Third Party Purchaser thereof or to any party other than Declarant or Builder, the Association shall levy and impose on such Dwelling or Lot a capital assessment of Seven Hundred Fifty and no/100 Dollars ($750.00) (the "Re-Sale Assessment"), which Re-Sale Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Dwelling or Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Dwelling or Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Re-Sale Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's Deficit Funding. The Re-Sale Assessment shall not apply in instances of transfer of title of a Dwelling or Lot to (a) a co-Owner of the Dwelling or Lot; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a Mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Subsequent to Turnover, Association may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of these Re-Sale Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's Deficit Funding. Notwithstanding the foregoing, each subsequent conveyance of a Dwelling or Lot to either Declarant or a Builder shall not be subject to the Re-Sale Assessment.

5. Full Force & Effect and Conflicts. Except as modified by this Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Amendment shall control.

[signature on following page]

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IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its authorized representative and affixed its corporate seal as of this 15 day of JANUARY, 2025.

WITNESSES:

Print Name: LINDA CHAMBERS

Address: 6675 Westwood Blvd., 5th Floor
Orlando, FL 32821

Print Name: Brent Keeley

Address: 6675 Westwood Blvd., 5th Floor
Orlando, FL 32821

LENNAR HOMES, LLC, a Florida limited liability company

By: ______________________
Mark McDonald, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2025, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He ☑ is personally known to me or ☐ has produced ______________________ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

LINDA E. CHAMBERS
MY COMMISSION # HH 431760
EXPIRES: September 4, 2027

NOTARY PUBLIC STATE OF FLORIDA

____
(Signature)

Name: LINDA E. CHAMBERS
(Legibly Printed)
Notary Public, State of Florida

431760
(Commission Number, if any)