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**Name:**

Angela Tompkins, Paralegal

**Address:**

Greenspoon Marder, P.A.  
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**This Instrument Prepared by:**

Mark F. Grant, Esq.  
Greenspoon Marder, P.A.  
5150 North Tamiami Trail, Suite 502  
Naples, Florida 34103

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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
RETREAT AT LAKE CHARM**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RETREAT AT LAKE CHARM ("Second Amendment") is made this 15th day of AUGUST, 2017, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Retreat at Lake Charm in Official Records Book 8742, Page 1313, of the Public Records of Seminole County, Florida, as further amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration to correct scrivener's errors contained therein; and

WHEREAS, Section 8, Subsection A of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do no materially impair the common plan of development of Retreat at Lake Charm; and

WHEREAS, as of the date of this Second Amendment, the Turnover Date has not occurred; and

WHEREAS, the amendment contained herein does not materially impair the common plan of development of Retreat at Lake Charm.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. Section 6, Subsection E of Article IV of the Declaration is hereby amended to read as follows:

E. Access and Drainage Easement. The Association shall have a perpetual non-exclusive easement over, under and upon all areas of the Stormwater Management System for access to operate, maintain or repair the Stormwater Management System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Water Management District. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System, including buffer areas or swales, ~~without the prior written approval of the Water Management District.~~ No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any access and drainage easement.

4. Section 6, Subsection F of Article IV of the Declaration is hereby amended to read as follows:

F. Fence and Drainage Easements (F.D.E.). The Association shall have a ~~seventeen~~ten-foot (~~17~~10') Fence and Drainage Easement behind Lots 6 through 13, an eleven-foot (11') Fence and Drainage Easement behind Lots 16 through 23, and a ten-foot (10') Fence and Drainage Easement behind Lots 23 through 30. Such Fence and Drainage Easements shall be ~~owned by the Association, and shall be maintained,~~ administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements, or fill or modify the swale in such Fence and Drainage Easements.

5. Section 6, Subsection G of Article IV of the Declaration is hereby amended to read as follows:

6. Section 6, second Subsection G. Stormwater Management System Encroachment Easement of Article IV of the Declaration is hereby amended and corrected to read as follows:

GI. Stormwater Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat and

Additional Plat(s), if any, in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement. In the event the Association requires access to any Stormwater Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

7. Section 6, Subsection I. Irrigation Easement of Article IV of the Declaration is hereby amended and corrected to read as follows:

IJ. Irrigation Easement. An easement for irrigation over, under and upon the Association Property, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System, including, without limitation, irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any part thereof (including, without limitation, any portions located upon such Owner's Lot) the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner.

(Words ~~struck through~~ are deleted; words **bold and double-underline** are added)

8. This Second Amendment shall become effective upon recording amongst the Public Records of Seminole County, Florida.

9. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the day and year first above written.

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.,

Julia A Shepperd  
Signature  
Julia A Shepperd  
Printed Name

Nelson  
Signature  
Tina Nelson  
Printed Name

a Florida corporation

By: Nicholas Gluckman  
Printed Name: Nicholas Gluckman  
Title: VP- Land Development

STATE OF FLORIDA                     )  
   ) SS  
COUNTY OF ORANGE                     )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as VP- Land Development of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of August, 2017.

Julia A Shepperd  
Notary Public, State of Florida at Large  
Julia A Shepperd  
My Commission Expires Feb 10, 2021 Typed, Printed or Stamped Name of Notary Public

