

THIS INSTRUMENT PREPARED BY:

JEFFREY R. MARGOLIS, ESQ.
BERGER SINGERMAN LLP
350 E. LAS OLAS BLVD., SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

AFTER RECORDING RETURN TO:

FOUNDERS TITLE
5100 WEST COPANS ROAD, SUITE 600
MARGATE, FLORIDA 33063

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4249334 11/17/2016 11:12:22 AM
OR BOOK 3933 PAGE 1341 - 1349 Doc Type: DEC
RECORDING: \$78.00

SECOND AMENDMENT TO DECLARATION FOR LAKEPARK

THIS SECOND AMENDMENT TO DECLARATION FOR LAKEPARK (this "Second Amendment") is made by Minto TownPark, LLC, a Florida limited liability company ("Minto") and joined in by LakePark at TownPark Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. That certain Declaration for LakePark was recorded in Official Records Book 3869, Page 2110 of the Public Records of St. Lucie County, Florida (the "Original Declaration") respecting the community known as LakePark.
- B. The Original Declaration was amended by the First Amendment to Declaration for LakePark recorded in Official Records Book 3881, Page 396 of the Public Records of St. Lucie County, Florida (the "First Amendment").
- C. Section 4.3 of the Original Declaration provides that (a) except for an amendment that affects the Community Association, and (b) except for an amendment to Section 30 of the Original Declaration, prior to the Turnover Date, Minto, as Developer, has the right to amend the Original Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. This Second Amendment does not affect the Community Association and does not amend Section 30 of the Original Declaration.
- D. The Turnover Date has not occurred.
- E. Minto, as Developer, desires to amend the Original Declaration as set forth in this Second Amendment.

NOW THEREFORE, Minto hereby declares that every portion of the LakePark is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in this Second Amendment.

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

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, and the defined terms are hereby modified and added as follows:

“Declaration” shall mean the Original Declaration, the First Amendment and this Second Amendment, together with all amendments and modifications thereof.

“Home” shall mean each residential home and appurtenances thereto constructed within LakePark. A Home shall include, without limitation, Villas (townhomes), Single Family Homes, Phase 1 Homes and Non-Phase 1 Homes. The term “Home” may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“Non-Phase 1 Home” shall mean a Home which is not located on a Phase 1 Lot.

“Non-Phase 1 Lot” shall mean any Lot which is not a Phase 1 Lot.

“Phase 1 Home” shall mean a Home which located on a Phase 1 Lot.

“Phase 1 Lot” shall mean the Lots listed and depicted on the attached **Exhibit 1**.

4. Waterbodies. Section 9.8.4 of the Original Declaration is deleted and replaced with the following:

BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES WITHIN LAKEPARK, THE NEIGHBORHOOD AND THE COMMUNITY, MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, SFWMD, DISTRICT, NEIGHBORHOOD ASSOCIATION, COMMUNITY ASSOCIATION, ASSOCIATION OR ANY OTHER VILLAGE ASSOCIATIONS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Waterbodies may be dry during certain weather conditions and/or at certain times of the year. Developer, SFWMD, District, Community Association, Neighborhood Association, Association, and other Village Associations shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within, adjacent to or in the vicinity of LakePark. Notwithstanding the foregoing, an Owner of a Phase

1 Home may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of SFWMD or the District) with the prior approval of the ARC, Neighborhood ARC and DRC, as applicable. No fence, wall or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody. All or a portion of the waterbodies within the Community, Neighborhood, and LakePark may be part of the Facilities and owned and maintained by the District.

5. Maintenance of Lawn and Landscaping. Section 11.5 of the Original Declaration is deleted and replaced with the following:

Except as otherwise provided in this Declaration, Association shall be responsible for maintaining all exterior landscaping within all Common Areas and within the yard of each Home including cutting, edging and fertilizing the grass and maintaining the trees, shrubs and hedges. Association may also weed the plant bed(s) of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer (with ARC approval). Association shall be responsible to replace any dead, dying, diseased or removed landscaping within the yard of Home. Each Owner hereby grants Association an easement over and across his/her/its Lot or Parcel for the purpose of maintaining landscaping as provided in this Declaration. Except as otherwise provided in this Section and Section 12.4.1 of the Declaration, the Association shall be responsible for maintaining all landscaping all landscaping added or installed by an Owner with ARC, Neighborhood ARC and DRC approval (as applicable). EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE YARDS, AND OTHER HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN AND LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER OF A VILLA SHALL PAY AN EQUAL SHARE OF COSTS FOR LAWN AND LANDSCAPE MAINTENANCE OF VILLAS, AND EACH OWNER OF A SINGLE FAMILY HOME SHALL PAY AN EQUAL SHARE OF COSTS FOR LAWN AND LANDSCAPE MAINTENANCE OF SINGLE FAMILY HOMES.

6. Enclosed Yard and/or Common Areas. Section 12.4 of the Original Declaration is deleted and replaced with the following:

12.4 Enclosed Yard and/or Common Areas.

12.4.1 Access and Maintenance. Subject to the rights of Association, if an Owner has enclosed the yard of a Home, or any portion thereof, if and as permitted by the terms of this Declaration and with ARC, Neighborhood ARC and DRC prior written approval, as applicable, the Owner shall provide access to the enclosed yard so that the Association may maintain the landscaping within the enclosed yard to the extent required pursuant to the terms of the Declaration including, without limitation, Section 11.5 of the Declaration; provided,

however, in the event the Owner has blocked access to any portion of the yard of a Home or other Common Areas to be maintained by the Association, Community Association, or Neighborhood Association pursuant to the Declaration, the Community Declaration or the Neighborhood Declaration, then such Owner must maintain any portion of the yard and Common Areas that are no longer readily accessible to the Association, Community Association, or the Neighborhood Association consistent with Landscape Maintenance Standards. The foregoing shall not be deemed to permit the making of any such enclosure. By acceptance of a deed to a Home, each Owner agrees to not unreasonably interfere with the Association's rights to enter the yard of a Home in order to perform the maintenance and other obligations and responsibilities of the Association set forth in the Declaration. Each Owner shall be responsible for maintaining any fencing or other enclosure within the yard of his/her/its Home other than a perimeter fence (if any).

12.4.2 Individual Assessment for Increased Maintenance Costs. If an Owner has enclosed the yard of a Home, or any portion thereof, if and as permitted by the terms of the Declaration and with the prior written approval of the ARC, Neighborhood ARC and DRC, as applicable, which enclosure increases the Association's costs of landscape maintenance as a result of additional edging around a fence or otherwise, the Association shall charge the increased costs as an Individual Assessment to the Owner. In addition, if an Owner has added or modified the landscaping within the yard of a Home with the prior written approval of the ARC, Neighborhood ARC and DRC, as applicable, which additional or modified landscaping increases the costs of landscape maintenance, the Association may charge the increased costs as an Individual Assessment to the Owner.

7. Fences/Walls/Screens. Section 15.16 of the Original Declaration is deleted and replaced with the following:

15.16.1 Non-Phase 1 Homes Fences. Unless installed by Developer, no walls or fences shall be erected or installed on or within a Non-Phase 1 Home or Non-Phase 1 Lot.

15.16.2 Phase 1 Homes Fences. Unless installed by Developer, no walls or fences shall be erected or installed on or within a Phase 1 Home or Phase 1 Lot without prior written consent of the ARC, Neighborhood ARC and DRC, as applicable. The ARC shall have the right to approve or disapprove the installation fencing for a Phase 1 Home and/or Phase 1 Lot as further provided in Section 21 of the Declaration and consistent with the Village Standards. No chain link fencing of any kind shall be allowed. In the event a fence, wall or other improvement or structure is installed within a drainage easement area with prior ARC, Neighborhood ARC, and DRC approval, the Owner is solely responsible for repair or replacement of the fence, wall or other improvement or structure if the drainage easement area needs to be accessed or as otherwise provided in Section 15.14 of this Declaration. Notwithstanding the foregoing, no fences, walls or other structures shall be permitted or approved by the ARC within any lake maintenance easements, lake slopes or lake

banks. By submission of a request to the ARC to install a fence within a Phase 1 Lot and/or Phase 1 Home, the Owner of a Phase 1 Lot or Phase 1 Home (a) releases the Developer and the Association from liability for any damage to a fence installed by the Owner arising out of the Association's landscape maintenance or otherwise, (b) hereby expressly assumes any responsibility for loss, damage or liability resulting from damage, and (c) shall be solely responsible to repair and or replace any fence which is damaged as a result of the Association's landscape maintenance activities or otherwise; neither Developer nor Association shall have any liability or responsibility in connection with damage to a fence arising from Association's landscape maintenance or otherwise.

15.16.3 Screening. All screening and screened enclosures shall require the prior written approval of the ARC, Neighborhood ARC, and DRC and shall be constructed utilizing bronze aluminum or such other type and color approved by the ARC, Neighborhood ARC, and DRC. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ARC, Neighborhood ARC, and DRC.

8. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 9th day of November, 2016.

WITNESSES:

MINTO TOWNPARK, LLC, a Florida limited liability company

Linda Yonke
Print Name: LINDA YONKE

By: [Signature]
Name: JOHN F. CARTER
Title: VICE PRESIDENT

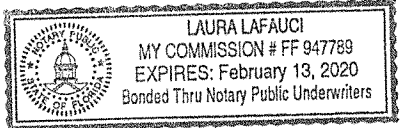
[Signature]
Print Name: JANET J. KROLL

STATE OF FLORIDA)
)SS.:
COUNTY OF BROWARD)

The foregoing was acknowledged before me this 9th day of November, 2016 by John F. Carter as Vice President of MINTO TOWNPARK, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires: 02-13-2020

Laura LaFauci
NOTARY PUBLIC, State of Florida
Print Name: Laura LaFauci



JOINDER

LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC.

LakePark at TownPark Homeowners Association, Inc. ("Association") does hereby join in the Second Amendment to the Declaration for LakePark (the "Second 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 acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment, as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9th day of November, 2016.

WITNESSES:

LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Linda Tonke
Print Name: LINDA TONKE

Jacqueline Oriol
Print Name: JACQUELINE ORIOL

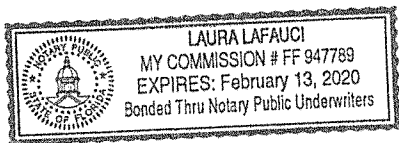
By: [Signature]
Name: JANET J. KROLL
Title: VICE PRESIDENT

{SEAL}

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 9th day of November, 2016 by Janet J. Kroll, as Vice President of LakePark at TownPark Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires: 02-13-2020



Laura LaFauci
NOTARY PUBLIC, State of Florida
Print Name Laura LaFauci

CONSENT

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent ("Wells Fargo"), the owner and holder of a certain Amended and Restated Mortgage and Security Agreement dated February 14, 2008, recorded February 15, 2008, in Official Records Book 2939, Page 83, as amended by Second Amendment to Amended and Restated Mortgage and Security Agreement dated December 18, 2009, recorded December 31, 2009 in Official Records Book 3159, Page 231, as further amended by the Mortgage Modification, Future Advance and Spreader Agreement dated April 14, 2014, recorded April 21, 2014 in Official Records Book 3623, Page 536, as further amended by Mortgage Modification and Future Advance Agreement dated December 29, 2014, recorded January 6, 2015 in Official Records Book 3705, Page 262, as further amended by Mortgage Modification Agreement dated June 25, 2015, recorded July 7, 2015 in Official Records Book 3764, Page 2333, and as further amended by Mortgage Spreader Agreement dated May 12, 2015, recorded May 26, 2015 in Official Records Book 3749, Page 2501, together with Financing Statement Form UCC-1 recorded February 15, 2008 in Official Records Book 2939, Page 143; Absolute Assignment of Leases and Rents recorded February 15, 2008 in Official Records Book 2939, Page 189; and Assignment of Agreements Affecting Real Estate recorded February 15, 2008 in Official Records Book 2939, Page 239, all of the Public Records of Saint Lucie County, Florida (as amended from time to time, the "Mortgage") which encumbers the real property described in Exhibit 1 to the Declaration for LakePark ("Declaration"), does hereby join in and consent to the Second Amendment to Declaration for LakePark, (the "Second Amendment") to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Wells Fargo responsible or liable for the performance of any of the covenants or undertakings contained in the Second Amendment. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration for LakePark and this Consent (a) shall in no way diminish, impair or affect the security interest in favor of Wells Fargo created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Wells Fargo's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 14th day of November, 2016.

WITNESSES:

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent

[Signature]
Print Name: RACHAEL MALTESE

[Signature]
Print Name: Sandra Garcia

By: [Signature]
Name: Beverly J. Matter
Title: Vice President

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14th day of November, 2016 by Beverly J. Matter as Vice President of Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent who is personally known to me or who produced _____ as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of FLORIDA
Print name: Sandra Garcia

7370447-6

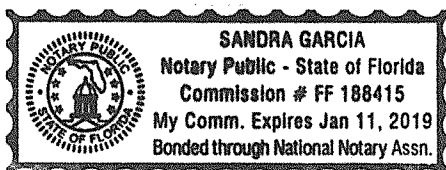


EXHIBIT 1

PHASE 1 LOTS

Lots 1-330, inclusive, of Lake Park at Tradition - Plat 1, according to the Plat thereof, as recorded in Plat Book 70, Page 35 of the Public Records.

