

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

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

**THIRD AMENDMENT TO DECLARATION FOR LAKEPARK**

THIS THIRD AMENDMENT TO DECLARATION FOR LAKEPARK (this "**Third 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**") and by the Second Amendment to Declaration for LakePark recorded in Official Records Book 3933, Page 1341 of the Public Records of St. Lucie County, Florida (the "**Second Amendment**", and together with the First Amendment, the "**Amendments**").

C. Section 5.1 of the Original Declaration provides that Minto, as Developer, has the right, in its sole discretion and without the consent of any other party, to submit or to cause to be submitted additional lands to be part of LakePark and subject to the encumbrance, operation and effect of the Original Declaration by recording an amendment to the Original Declaration.

D. 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 Third Amendment does not affect the Community Association and does not amend Section 30 of the Original Declaration

E. The Turnover Date has not occurred.

F. Minto, as Developer, desires to amend the Original Declaration as set forth in this Third 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 Third Amendment.

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

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Original Declaration or the Amendment, this Third Amendment shall control. Whenever possible, this Third Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified by this Third Amendment, the Original Declaration and Amendments 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 as follows:

**“Declaration”** shall mean the Original Declaration, the Amendments and this Third Amendment, together with all amendments and modifications thereof.

4. Additional Property. Exhibit 1 of the Original Declaration is hereby amended to add the property described on **Exhibit A** to this Third Amendment (the **“Additional Property”**). LakePark is comprised of the property described on (a) Exhibit 1 of the Original Declaration and (b) the Additional Property. The Additional Property is subject to the Declaration, including all covenants, conditions and restrictions contained in the Declaration, as though the Additional Property were originally described in the Declaration as a portion of LakePark and is under the jurisdiction of the Association. All references to “Properties” and “LakePark” in the Original Declaration and Amendments shall include the Additional Property.

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**JOINDER**


**LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC.**

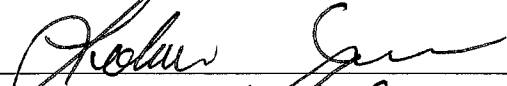
LakePark at TownPark Homeowners Association, Inc. ("**Association**") does hereby join in the Third Amendment to the Declaration for LakePark (the "**Third Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment, as Association has no right to approve the Third Amendment.

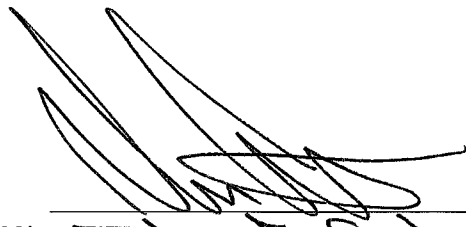
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19<sup>th</sup> day of September, 2018.

WITNESSES:

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

  
Print Name: Nelson Bennett

  
Print Name: Leolani Grevers

By:   
Name: John F. Carter  
Title: President

{SEAL}

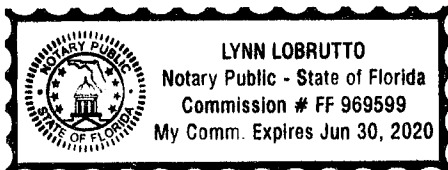
STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Sept, 2018 by John F. Carter, as 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:

  
NOTARY PUBLIC, State of Florida

Print Name Lynn LoBrutto



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 First 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") and in Exhibit A to this Third Amendment to the Declaration for LakePark (the "Third Amendment"), does hereby join in and consent to the Third 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 Third 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 13<sup>th</sup> day of September, 2018.

WITNESSES:

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

Tina Riechmann  
Print Name: TINA RIECHMANN

Kathryn C. Bateman  
Print Name: Kathryn C. Bateman

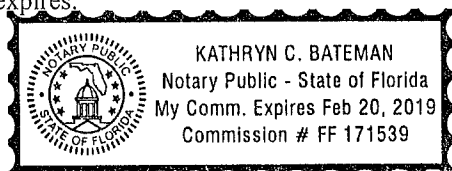
By: Susan S. Beauregard  
Name: Susan S. Beauregard  
Title: Senior Vice President

{SEAL}

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2018 by Susan S. Beauregard as SVP 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:



Kathryn C. Bateman  
NOTARY PUBLIC, State of FL  
Print name: Kathryn C. Bateman

**EXHIBIT A**

**ADDITIONAL PROPERTY**

ALL OF LAKEPARK AT TRADITION - PLAT 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 74, PAGES 20 THROUGH 33 INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

ALL OF LAKEPARK AT TRADITION - PLAT 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 78, PAGES 1 THROUGH 10 INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.