

PREPARED BY AND RETURN TO:

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF MILLSTONE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF MILLSTONE (this “**Third Amendment**”) is made by SLV MILLSTONE, L.L.C., a Delaware limited liability company (the “**Declarant**”) and joined by MILLSTONE ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Declarant, by virtue of that certain “Assignment of Developer’s Rights,” recorded in Official Records Book 2387, Page 1458, Public Records of Indian River County, Florida, is the “**Declarant**” under that certain Declaration of Covenants and Restrictions of Millstone, recorded in Official Records Book 2129, Page 1500 (the “**Original Declaration**”), as amended by the Certificate of Amendment to Declaration of Covenants and Restrictions of Millstone, recorded in Official Records Book 2321, Page 109 (the “**First Amendment**”), and the Second Amendment to Declaration of Covenants and Restrictions of Millstone, recorded in Official Records Book 2687, Page 1890 (the “**Second Amendment**”), all of the Public Records of Indian River County, Florida. The Original Declaration together with the First Amendment and the Second Amendment shall hereinafter be referred to as the “**Declaration**.”

B. Section 11 of the Declaration provides that the Declarant may amend the Declaration so long as the Declarant owns a portion of the Subject Property without the consent of the Association or Owners. Declarant desires to amend the Declaration at this time.

C. In addition, Declarant wishes, in accordance Section 11.1 of the Declaration, to file of record this Third Amendment for the purpose of withdrawing the real property legally described on **Schedule A** from the Subject Property (as defined in the Declaration), attached hereto and incorporated herein by this reference (the “**Withdrawn Property**”).

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the

present text. The text will not be double-underlined when whole sections or paragraphs are added in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The following term is hereby added as defined terms in the Declaration:

“INDIVIDUAL ASSESSMENT” shall mean and refer to any specific ASSESSMENT for costs, charges, fees or expenses incurred by the ASSOCIATION in connection with the provision of specific services to a particular LOT. The purpose of INDIVIDUAL ASSESSMENTS is to reimburse the ASSOCIATION for the expenses incurred in connection with specific services provided to particular LOTS. The lien for an INDIVIDUAL ASSESSMENT may be foreclosed in the same manner as a lien for any other ASSESSMENT.

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

3. Section 7.14 of the Declaration is hereby amended as follows:

7.14 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will substantially concealed or hidden from eye level view ~~from any street~~ from front or side street or adjacent property.

4. Section 7.16.2 of the Declaration is hereby amended as follows:

7.16.2 By the Association. Notwithstanding anything contained herein to the contrary, from time to time the ASSOCIATION may elect to maintain, or to stop maintaining, all of the landscaping throughout the SUBJECT PROPERTY, including the landscaping on the LOTS, and or all or any portion of the irrigation system serving the LOTS, by written notice to the OWNERS. An OWNER may request the ASSOCIATION provide landscape services to such OWNER's LOT by providing written notice to the ASSOCIATION in the form of a "Uniform Opt-In Notice," which may be obtained from the ASSOCIATION or its designee. OWNERS may elect to discontinue receiving such landscape services by providing written notice to the ASSOCIATION or its designee no less than thirty (30) days from the date upon which the OWNER wishes to discontinue receiving such services from the ASSOCIATION. The assumption of such maintenance obligation by the ASSOCIATION shall be subject to such limitations or conditions as determined by the ASSOCIATION from time to time. During such times as the ASSOCIATION elects to perform such maintenance for LOTS, the costs thereof shall be charged to the applicable LOT OWNER as an INDIVIDUAL ASSESSMENT. During such times as the ASSOCIATION elects to perform such maintenance for COMMON AREAS, same shall be a COMMON EXPENSE. All such maintenance, whether for LOTS or COMMON AREAS, and shall be subject to the following provisions

5. Section 8.3 of the Declaration is hereby amended as follows:

8.3 ASSESSMENTS for COMMON EXPENSES shall not be payable with respect to any LOT not containing a UNIT unless required by law, and in the event the OWNER of any LOT not containing a UNIT is required by law to pay ASSESSMENTS for COMMON EXPENSES same shall be ten percent (10%) of the ASSESSMENTS for COMMON EXPENSES for a LOT containing a UNIT, and except for the foregoing, the ASSESSMENTS for COMMON EXPENSES against each LOT shall be equal. The full ASSESSMENT for COMMON EXPENSES as to each LOT upon which a UNIT is constructed shall commence on the first day of the ~~third~~ first full calendar month after a certificate of occupancy for the UNIT is issued, or upon the conveyance of the LOT by DECLARANT or by the builder of the UNIT on the LOT, or upon the first occupancy of the UNIT, whichever occurs first.

6. Section 8.4 of the Declaration is hereby amended as follows:

8.4 In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority, upon the first to occur of the next conveyance of the LOT or the first occupancy of the UNIT, and upon every subsequent conveyance of an ownership interest in a UNIT by an OWNER, the OWNER of the LOT shall pay to the ASSOCIATION a contribution to ~~a working capital fund~~ of the ASSOCIATION in an amount equal to ~~two (2) months' ASSESSMENTS for COMMON EXPENSES~~ Five Hundred and No/100 Dollars (\$500.00), which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. ~~The working capital fund shall be used by the ASSOCIATION funds derived from such payments are income to the ASSOCIATION and shall be used at the discretion of BOARD for any purpose, including without limitation, payment of COMMON EXPENSES,~~ for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

7. Section 9.9 of the Declaration is hereby amended as follows:

9.9 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT (so long as DECLARANT is an OWNER), or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees. Notwithstanding the foregoing or any other provision of this DECLARATION to the contrary, enforcement of this DECLARATION by the DECLARANT, the ASSOCIATION, or any OWNER is discretionary and each such party shall have the right, but not the obligation, to seek enforcement of this DECLARATION.

8. Section 13 of the Declaration is hereby deleted in its entirety.

9. The Withdrawn Property is hereby withdrawn from each and every term, condition, covenant and restriction of the Declaration. By this Third Amendment, the Original Declaration, the First Amendment, and the Second Amendment are null, void and of no further force or effect as to the Withdrawn Property.

10. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety

11. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Indian River County, Florida.

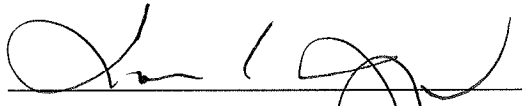
[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Third Amendment to be executed by its duly authorized representative and affixed its seal as of this 2 day of June, 2016.

WITNESSES:

"DECLARANT"

SLV MILLSTONE, L.L.C., a Delaware limited liability company



Print Name: Lori E. Joyce

By: 

Name: Michael Moser
Title: Authorized Signatory

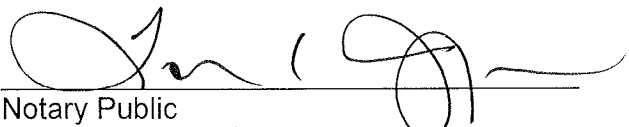


Print Name: Jennifer LaFemina

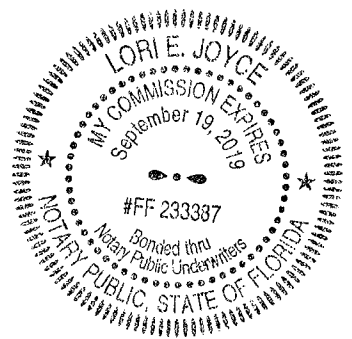
[Company Seal]

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 2 day of June, 2016, by Michael Moser, Authorized Signatory of SLV MILLSTONE, L.L.C., a Delaware limited liability company. He [is personally known to me] has produced _____ as identification].



Notary Public
Print Name: Lori E. Joyce
My Commission Expires: 9/19/19



JOINDER

MILLSTONE ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in this THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF MILLSTONE (this "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. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Third Amendment and does not affect the validity of this Third Amendment as the Association has no right to approve this Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2 day of June, 2016.

WITNESSES:

MILLSTONE ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Print Name: Lori E. Joyce

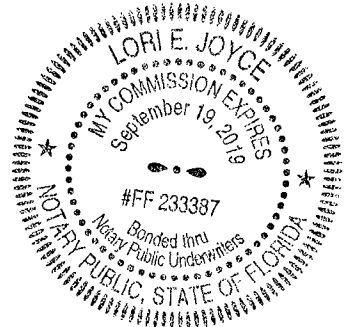
By: [Signature]
Name: Bill Kouwenhoven
Title: President

[Corporate Seal]

[Signature]
Print Name: John Brin

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 2 day of June, 2016, by Bill Kouwenhoven, President of MILLSTONE ASSOCIATION, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced _____ as identification].



[Signature]
Notary Public Lori E. Joyce
Print Name: Lori E. Joyce
My Commission Expires: 9/19/16

Schedule A

ALL THAT PORTION OF TRACT 9, SECTION 34, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 25, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA; LESS AND EXCEPTING ROAD RIGHT-OF-WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP OF STATE ROAD 607 (EMERSON AVENUE, 27TH AVENUE) AS RECORDED IN PLAT BOOK 14, PAGES 47, 47A-47H, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 10, SECTION 34, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY FILED IN THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 25, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA LESS AND EXCEPT ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1923, PAGE 1083, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1923, PAGE 1089, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 25.66 ACRES OF TRACT 11, SECTION 34, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 25, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 97, AT PAGE 99, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY: COMMENCING AT A WOODEN POST AT THE SOUTHWEST CORNER OF SAID TRACT 11, RUN EAST ALONG THE SOUTH LINE OF SAID TRACT 11 A DISTANCE OF 490.8 FEET TO A WOODEN POST FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°15' WEST A DISTANCE OF 1301.28 FEET TO A WOODEN POST ON THE SOUTH RIGHT OF WAY OF PRESENT COUNTY ROAD, THENCE RUN EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100 FEET TO AN IRON PIPE, THENCE RUN SOUTH 00°15' EAST A DISTANCE OF 1301.25 FEET TO A WOODEN POST ON THE SOUTH LINE OF TRACT 11, THENCE RUN WEST ALONG SAID SOUTH LINE OF TRACT 11 A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1936, PAGE 1041, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALL OF THE ABOVE BEING FURTHER DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 9, 10 AND 11, SECTION 34, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 25, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF SAID TRACT 11; THENCE N.89°35'48"W ALONG THE SOUTH LINE OF SAID TRACT 11., A DISTANCE OF 689.33 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1936, PAGE 1041, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE N.00°24'53"E., A DISTANCE OF 1,040.01 FEET; THENCE CONTINUE ALONG SAID EAST LINE N.13°54'35"E., A DISTANCE OF 51.42 FEET; THENCE CONTINUE ALONG SAID EAST LINE N.00°24'53"E., A DISTANCE OF 211.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE INDIAN RIVER FARMS WATER CONTROL DISTRICT B-10 CANAL; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE S.89°36'26"E., A DISTANCE OF 677.33 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S.89°35'33"E., A DISTANCE OF 1,330.95 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1,265.95 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1923, PAGE 1083, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE S.00°32'40"W., A DISTANCE OF 1,246.85 FEET; THENCE CONTINUE ALONG SAID WEST LINE S.47°31'16"W., A DISTANCE OF 40.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1923, PAGE 1089, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE N.89°39'27"W., A DISTANCE OF 1,098.56 FEET; THENCE CONTINUE ALONG SAID NORTH LINE S.76°18'22"W., A DISTANCE OF 103.08 FEET; THENCE CONTINUE ALONG SAID NORTH LINE N.89°39'27"W., A DISTANCE OF 36.73 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE ALONG THE SOUTH LINE OF SAID TRACT 10 N.89°39'27"W., A DISTANCE OF 1,329.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,240,253.00 SQUARE FEET OR 97.343 ACRES, MORE OR LESS.