

THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING RETURN TO:  
FOUNDERS TITLE  
5100 WEST COPANS ROAD, SUITE 600  
MARGATE, FL 33063

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 3577724 04/04/2011 at 09:30 AM  
OR BOOK 3281 PAGE 2063 - 2067 Doc Type: DEC  
RECORDING: \$44.00

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR TOWNPARK**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TOWNPARK (this "**Third Amendment**") is made by Minto TownPark, LLC, a Florida limited liability company ("**Minto**"), and joined in by TownPark Master Association, Inc., a Florida not-for-profit corporation ("**Master Association**") and Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent.

RECITALS

- A. That certain Declaration of Covenants, Restrictions and Easements for TownPark was recorded in Official Records Book 2708, Page 1709 of the Public Records of Saint Lucie County, Florida (the "**Original Declaration**") respecting the community known as TownPark.
- B. The Original Declaration was amended by the Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 2964, Page 2813, and the Second Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3015, Page 1510, all in the Public Records of Saint Lucie County, Florida (each an "**Amendment**" and collectively the "**Amendments**").
- C. Section 13.5 of the Original Declaration provides that so long as there exists a Class B Membership in the Master Association, Minto as Declarant, shall have the right to amend the Original Declaration in any manner which does not have a material adverse affect upon rights of an Institutional Mortgagee without the joinder or consent of any person or entity whatsoever.
- D. Class B Membership in the Master Association still exists, and this amendment will not have a material adverse affect upon the rights of an Institutional Mortgagee.
- E. Minto as Declarant desires to amend the Original Declaration as set forth in this Third Amendment.

NOW THEREFORE, Declarant hereby declares that every portion of the Project is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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 Amendments, 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 herein, 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, except that 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. Working Capital Contribution. Section 6.13 of the Original Declaration is deleted and replaced with the following:

After a Dwelling Unit has been conveyed by the Declarant to an Owner, there shall be a recurring assessment payable to the Master Association upon all succeeding conveyances of a Dwelling Unit. After the initial conveyance of a Dwelling Unit by Declarant to an Owner, upon each subsequent conveyance of each Dwelling Unit to any Person other than (i) Declarant or an Affiliate or (ii) an Institutional Mortgagee acquiring title by foreclosure or by deed in lieu of foreclosure, each purchasing Owner shall pay to the Master Association a one-time, non-refundable sum as a resale capital contribution ("**Contribution**") equal to one-fourth of the amount of the annual Common Assessments for the year in which the purchasing Owner acquired title to the Dwelling Unit. The Contribution shall not be applicable to conveyances from the Declarant. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Master Association will have funds available to meet unforeseen expenditures (including, but not limited to those resulting from shortfalls in operating revenues as a result of uncollected Assessments), or to acquire additional equipment or services for the benefit of Members.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]



**JOINDER**

**TOWNPARK MASTER ASSOCIATION, INC.**

TownPark Master Association, Inc. ("**Master Association**") does hereby join in the Third Amendment to the Declaration of Covenants, Restrictions and Easements for TownPark (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. Master Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment, as Master Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14<sup>th</sup> day of March, 2011.

**WITNESSES:**

**TownPark Master Association, Inc., a Florida not for profit corporation**

Linda Yonke  
Print Name: LINDA YONKE

Janet J. Kroll  
Print Name: JANET J. KROLL

John Carter  
By: \_\_\_\_\_  
Name: John Carter  
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2011 by John Carter, as President of TownPark Master 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: 2-13-12

NOTARY PUBLIC STATE OF FLORIDA  
Laura LaFauci  
Commission # DD749939  
Expires: FEB. 13, 2012  
BONDED BY ATLANTIC BONDING CO., INC.

Laura LaFauci  
NOTARY PUBLIC  
State of Florida at Large  
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 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 A to the Original Declaration, does hereby join in and consent to the Third Amendment to the Declaration of Covenants, Restrictions and Easements for TownPark ("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.

NOW, THEREFORE, the undersigned consents to the recordation of the Amendment.

Wells Fargo makes no warranty or any representation of any kind or nature concerning the Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of TownPark, and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Amendment or other documents used in connection with the promotion of TownPark. None of the representations contained in the Amendment or other documents shall be deemed to have been made by Wells Fargo, nor shall they be construed to create any obligations on Wells Fargo to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Wells Fargo as set forth in the Mortgage or in the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 23<sup>rd</sup> day of March, 2011.

WITNESSES:

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

Kate S More  
Print Name: KATA S MORE

Janice K Tice  
Print Name: JANICE K. TICE

By: Beverly J Matter  
Name: Beverly J. Matter  
Title: VP

{SEAL}

STATE OF Florida )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 23 day of March, 2011 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:

Janice K Tice  
NOTARY PUBLIC, State of Florida  
Print name: Janice K. Tice

